



R02-18-A-017

JAY SCHNEIDERMAN
Supervisor

TOWN OF
SOUTHAMPTON
116 Hampton Road, Southampton, NY 11968

Telephone: (631) 283-6055
Fax: (631) 287-5708
jschneiderman@southamptontownny.gov

November 14, 2017

U.S. EPA Brownfields Program
Office of Brownfields and Land Revitalization
Mail Code 5105 T
1200 Pennsylvania Ave. NW
Washington, DC 20460

Re: FY 18 Community-Wide Assessment Grant Application for the Town of Southampton, NY

Dear U.S. EPA Brownfield Program:

The Town of Southampton is pleased to submit this application for a Brownfield Assessment Grant for petroleum and hazardous substances. With these funds, the Town proposes to update Phase I environmental site assessments (ESAs), and conduct Phase II ESAs and cleanup planning for nine (9) brownfield properties in the hamlet of Riverside.

Riverside is located within the watershed of the Peconic Estuary, a designated Estuary of National Significance by the US Environmental Protection Administration. Despite its bucolic setting, Riverside is by many measures the single most economically distressed community on all of Long Island, having suffered from decades of decline and disinvestment, with a poverty rate of 23.7% (2014 ACS). Existing development contributes to excess nitrogen loading and poor water quality in the estuary. Past revitalization efforts have been significantly hampered by zoning and infrastructure deficiencies, as well as brownfields that have limited the ability of land to be used to its highest and best use. These trends have given rise to crime-ridden neighborhoods, rife with open air drug markets, prostitution, litter, blight and poor use of the Peconic River waterfront. Residents fear for their and their children's safety.

Town resources have been strained to support both proactive and reactive responses to the blighted conditions and dire need for revitalization. In 2013, a public-private partnership was formed between the Town and master developer Renaissance Downtowns to develop and adopt a master plan and form-based code. This was accomplished with strong community engagement and support in December 2015. Substantial police, code enforcement, public works, legal, planning, environmental and other Town supported services are continually deployed to address the persistent problems affecting community and individual health and safety and to advance revitalization plans.

The brownfield sites targeted in this application were identified as key sites of Environmental Concern in the Town's Generic Environmental Impact Statement for its Brownfield Opportunity Area, Riverside Revitalization Action Plan and Zoning Amendments. This grant will allow the Town to identify petroleum and hazardous substance contamination issues at an estimated nine (9) sites, evaluate remediation strategies, and ultimately return these distressed, abandoned, or environmentally stigmatized sites back to viable and sustainable use. The grant will also support

public outreach measures in order to keep the community informed about the proposed work activities, completed assessments, as well as general public education relative to the assessment findings.

By addressing the brownfields, the Town will address a major hurdle for redevelopment. The master plan provides a streamlined development application process that will fast track Riverside's transformation to a beautiful, compact, transit oriented, walkable community with plentiful job opportunities, affordable housing options, and a renewed Peconic River waterfront. The vision for the new downtown is one that offers scenic vistas and housing, employment, recreational, arts, cultural and environmental events for the whole community. The plan also provides support for human services programs to ensure local residents share in the benefits of redevelopment, including local hiring preferences and affordable senior housing for residents who wish to age in place.

The following information is provided as required in the grant guidelines:

IV.C.2.a. Applicant Identification: Town of Southampton, 116 Hampton Road, Southampton, NY 11968

IV.C.2.b.i. Grant Type: Assessment

IV.C.2.b.ii. Assessment Grant Type: Community-wide

IV.C.2.b.iii. Federal Funds Requested: \$265,000

IV.C.2.b.iv. Contamination: \$90,500 Hazardous and \$174,500 Petroleum

IV.C.2.c. Location: Hamlet of Riverside within Town of Southampton, Suffolk County, NY

IV.C.2.d. Property Information For Site-specific Proposals: N/A

IV.C.2.e.i. Project Director: David Wilcox, Town Planning Director; 631-287-5735;

DWilcox@southamptontownny.gov; 116 Hampton Road, Southampton NY 11968

IV.C.2.e.ii. Highest Ranking Elected Official: Jay Schneiderman, Supervisor; 631-283-6055;

jschneiderman@southamptontownny.gov; 116 Hampton Road, Southampton NY 11968

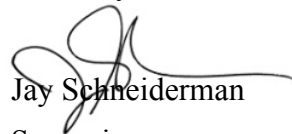
IV.C.2.f.i. Population: Town of Southampton 56,790. Hamlet of Riverside: 2,911 (Census 2010)

IV.C.2.g. Regional Priorities Form/Other Factors Checklist: attached

IV.C.2.h. Letter from the State or Tribal Environmental Authority: attached

Thank you for considering this grant application. If you have any questions or require clarification on elements of this proposal, please call me or the Project Director.

Sincerely,



Jay Schneiderman

Supervisor

Encl.

Town of Southampton, NY – EPA Assessment Grant Application

1. COMMUNITY NEED: 1ai. Community and Target Area Descriptions: The Town of Southampton (Town) is one of 10 towns that comprise Suffolk County, and consists of approximately 140 square miles (land area) on the South Fork of Long Island (LI). It is bounded by the Peconic Bays, Flanders Bay, Reeves Bay, Peconic River and Town of Riverhead to the north; Atlantic Ocean to the south; Town of Brookhaven to the west; and Town of East Hampton to the east. The population doubles from 56,790, to 115,000+ during peak summer months.

Riverside, which contains the target area, is a blighted hamlet in the northwestern corner of the Town, approximately 70 miles east of New York City. By many measures it is the single most economically distressed community on Long Island (Nassau and Suffolk Counties). It appears on the NYS Department of Environmental Conservation (DEC) map of “Potential Environmental Justice Areas.”¹ It is as an older, moderately dense suburban community consisting of single-family neighborhoods, three mobile home parks, a scattered mix of mostly one- to two-story commercial and industrial buildings, several scattered institutional uses and parklands and nature preserves. Most commercial/business uses are located along State Route 24, or near the Riverside/Riverhead traffic circle where five State and County arterial roads intersect. Existing development is haphazardly oriented around the arterials, leaving the scenic waterfront underutilized and almost entirely inaccessible. Although land directly fronting busy State Route 24 is zoned commercial, only 4 out of 15 sites are in active commercial use. The land use pattern is punctured by vacant and abandoned properties, which include gasoline service stations, car dealers, vehicle repair shops and other uses where petroleum contamination may be present. The internal street circulation in Riverside’s residential neighborhoods, located just off the arterial roads, is poor, with some streets little more than dirt paths. Increasingly, vacant sites and parklands are being used as illegal dumping grounds.

Nearly 15% of the homes in Riverside are unoccupied (2010 Census) which is remarkable in Southampton Town where affordable housing is in short supply, with hundreds of applicants on the Town housing registry and many workers commuting long distances from more affordable communities “up island.” Neighborhood deterioration is evident in the high incidence of property violations— 189 this year, roughly ten times the number issued in hamlets of similar population. These problems highlight the critical need for redevelopment to halt decay.

A 468 acre (.73 sq. mi.) portion of the hamlet received NYS designation as a Brownfield Opportunity Area (BOA) in August 2016. The BOA is the target area for this proposal, and contains both industrial and residential sites clustered around the arterial roadways described above. The NYS BOA program provides financial and technical assistance to complete revitalization plans for areas affected by brownfields. Communities apply to the BOA program at the most appropriate of the three program steps: Step 1 Pre-Nomination Study, a preliminary analysis of the area affected by brownfield sites; Step 2 Nomination Study, an in-depth description and analysis of the community, which culminates in NYS designation of the community as a Brownfield Opportunity Area with emphasis on reuse of strategic sites to catalyze revitalization, and which makes tax credits available; and Step 3 Implementation Strategy, which supports a study to describe a full range of techniques and actions that are necessary to achieve revitalization goals and beneficial reuse of brownfields.

The Town’s BOA Step 2 Nomination Study, completed October 2015, identified 20 brownfield sites as well as underutilized and vacant properties that contribute to disinvestment

¹ http://www.dec.ny.gov/docs/permits_ej_operations_pdf/suffolkejeast.pdf

and blight conditions in Riverside. The BOA is the target area for all proposed assessments. It is surrounded by significant natural resources including the Peconic River (in an EPA designated Estuary of National Significance) as well as protected open space in the Pine Barrens and other public lands. These assets also present constraints for redevelopment, as regulations impose limitations to development within the Compatible Growth Area of the Central Pine Barrens, as well as regulations related to development in proximity to wetlands and surface waters.

The target area presents several characteristics that provide strategic opportunities for stimulating economic development and community revitalization. However, the presence of brownfields, the perceived negative impact of these sites, contamination they present, and the blight they create has discouraged private investment for decades. These include: (1) Vacant, underutilized, and blighted property with redevelopment potential in the heart of the existing residential area, and in an adjacent industrially-zoned area. (2) The Riverside Revitalization Action Plan (RRAP), BOA Nomination Study, and zoning code adopted in 2015 established a master-planned, form-based revitalization district. (3) Riverside is strategically located between the terminus of the Long Island Expressway and the more affluent communities on Long Island's north and south forks. It is adjacent to the Town of Riverhead's downtown, and in smart growth terms is a logical candidate for expanding this area of concentrated development. The BOA is bounded by major regional arterial roadways; is served by Suffolk County Transit's most heavily used bus route; and is within a half mile of Long Island Rail Road's Riverhead line. The Sustainable East End Development Strategies plan² recommends this station be developed into a regional multimodal hub. Nearby employment/education opportunities are plentiful: Suffolk County municipal/college facilities; Stony Brook Univ. Southampton campus; industrial parks.

1a.iii. Demographic information and Indicators of Need:

	Riverside CDP	Southampton Town	NY State	National
Population ¹	2,911	56,790	19,378,102	308,745,538
Poverty Rate ³	23.7%	8.4%	15.6%	15.5%
Unemployment ¹	15.2% ³	4.3%	8.2%	8.3%
African American ²	33.9%	6.2%	14.4%	12.3%
Hispanic ²	16.7%	19.6%	18.4%	17.1%
White ²	47.8%	70.7%	56.8%	62.3%
Median HH Income ³	\$37,292	\$77,130	\$58,687	\$53,482
Median Home Value ²	\$70,400	\$598,100	\$283,400	\$178,600

¹2010 Census. ²2011-2015 American Community Survey (ACS) 5-Year Estimates. ³2010-2014 ACS Estimate. Note data for 1 and 2 are used because 2015/16 data appear to contain anomalies or errors likely attributable to small sample size and/or jail/institutional population in Riverside. Ref: American Fact Finder at <https://tinyurl.com/j8rectq>

1a.iii. Brownfields and their impacts: The Town's Brownfield Opportunity Area (BOA) Nomination Study (2015) and Generic Environmental Impact Statement for the BOA, Riverside Revitalization Action Plan and Zoning Amendments (2015)³ identifies 20 sites of environmental concern, representing 14.3 acres of vacant, blighted and underutilized land. These brownfield sites are contributing to the persistence of blighted conditions within the Riverside community. The properties are adversely affected by past land use activities and/or may currently pose risks to the environment due to site uses or known handling, storage, or disposal of hazardous

² Available at: <http://www.southamptontownny.gov/DocumentCenter/Home/View/1866>

³ Available at: <http://www.southamptontownny.gov/817/Master-Plans---By-Hamlets-Adopted>

materials. An investigation conducted by the Town's qualified environmental professional (QEP) included a review of a comprehensive 2015 environmental database report prepared by Toxics Targeting, Inc., as well as a follow-up preliminary site identification and land use inventory. The Toxics Targeting database includes information from 21 environmental databases which identify past and present environmental issues and the current cleanup status of known materials releases. Issues considered by the report include but are not limited to hazardous materials spills, leaking above- and below-ground fuel storage tanks, known brownfield sites, waste disposal treatment sites, toxic materials storage and discharge areas, hazardous conditions cleanup locations, air pollutant dischargers, and past environmental violations, as well as observations or information provided by other agencies (tax delinquent, condemned buildings land uses).

Nine (9) sites are identified as priorities for this assessment. Six (6) have been identified in the BOA as strategic sites that are critical to achieving redevelopment aims. The sites represent 5.6 acres total, and are in close proximity (adjacent or within one block) to residences. Each is indicated as petroleum (P) or Hazardous (H) as applicable:

11 Flanders Rd. (Vacant Getty Station): Listed a PBS facility and RCRA Generator as well as being the subject of several closed spill incidents. Several tanks reported to have been removed but one tank may remain. Listed on Sanborn Maps as a filling station and auto repair with tanks present (1969). High Risk due to former use and impacts to groundwater reported. .8 acre. (P)

39 Flanders Rd (Slepboy Property): Subject of a closed spill incident that occurred 1990 that affected groundwater. Listed as PBS facility and RCRA Generator. Formerly listed on Sanborn Maps as a dwelling (1969). Vacant/boarded. Moderate Risk; though spill closed issues related to adjacent vacant gas station may present issues including soil vapor intrusion. .3 acre. (P)

104 Flanders Rd. (Mildred Thomas Residence): Active Spill for 2006 incident. Unknown quantity. Historically listed as a dwelling. Moderate Risk due to active spill. .1 acre. (P)

308 Riverleigh Ave. (Riverhead Auto Supply & Universal Service of America): RCRA Generator. Property is vacant. Historically listed as an auto sales and service facility. Owned by Town of Southampton. Moderate Risk. .5 acre. (H)

500 Riverleigh Ave. (Riverhead Trailer): Formerly Dyer Motors. PBS facility & RCRA Generator. Listed on Sanborn Maps as occupied by dwellings. Moderate Risk. 2.5 acres. (P)

117 Ludlam Ave. (Cedar Graphics, Inc.): PBS facility & RCRA Generator. Property vacant but appears to have been recently used as a church. Moderate-High Risk. 1.4 acres. (H)

Three (3) sites are priorities due to adjacency to residences and sensitive populations that experience ethnic and income disparities (1.8 acres):

568 Riverleigh Ave. (Woodward Residence): Contains a small private dwelling. 1999 spill resulted in release of 250 gal of fuel oil that impacted soil. Historically occupied by dwellings. Moderate Risk due to active spill incident/quantity released. .3 ac. (P).

223 Flanders Rd (Apartment Complex): 2007 spill, unknown quantity. Moderate to High Risk due to active spill. Soil excavated to 12' and strong odor reported. 1.3 acres. (H).

EC-19; 48 Old Quogue Rd.: Developed with a 2.5 story building that was reportedly used for auto repair. There is a small boarded up building towards the street. The large building is boarded up, condemned by the Town, is tax delinquent. .2 acre. (P)

The environmental contamination that is or is perceived to be at these sites has contributed to their blighted condition. The nature of contamination is not yet fully assessed, but indoor air quality, groundwater contamination, and soil contamination may be impacting adjacent residential properties and residents, including elderly and children. Moreover, these properties attract illegal activity such as dumping, drug sales, drug use, and prostitution. These conditions

negatively impact physical health of residents through injury, the buildup of trash, and attraction of rodents, as well as mental health through anxiety and stigma.⁴ A small pocket park in walking distance to several homes is underutilized due to fear of victimization or that children will be exposed to illegal behaviors. Community members report that they are especially fearful at night.

1.b.i. Welfare Impacts: Riverside is a gateway to Long Island’s East End, home to some of New York’s most popular international tourist destinations. The North Fork is known for its abundance of wineries, farm stands, a burgeoning food culture, an aquarium, sport fishing centers and museums. The South Fork is home to “The Hamptons,” with world-class ocean beaches, high end shopping, restaurants and a booming second home economy. Sadly, visitors traveling by car to the East End by and large find themselves driving through Riverside’s blighted commercial corridor without stopping. Severe blight and disinvestment has plagued Riverside for decades, with a highly visible concentration of vacant and deteriorating buildings, heat island effect, high rates of crime, insufficient infrastructure, substandard housing and an environmentally stressed, underutilized Peconic River waterfront. Riverside’s elementary school is the lowest performing in the district and one of the lowest on eastern Long Island (Riverhead Central School Board). Poor school performance is frequently linked to community poverty.

According to the Southampton Town Police Department, Riverside experiences a severely disproportionate share of its violent and property crime, including robbery, assault, rape, sexual assault and homicide. Open air, daytime drug dealing and prostitution are commonplace. Vacant and foreclosed homes and quality of life issues such as public drinking and intoxication, absentee property owners, and abandoned vehicles are persistent problems. Arrests relating to firearms, drugs and prostitution are highly concentrated within this area.

Further evidence of economic distress includes the area’s high demand for public bus service by employed persons who do not own automobiles. Transit dependent persons fill all early morning buses to capacity⁵. While many are pleased to see growing bus ridership for congestion mitigation, there is clearly a strong economic basis for such disproportional local reliance on public bus service, particularly as it is known for its sparse coverage and long headways.

Distressed home values and the lack of a business base have caused Riverside, the community with the lowest personal incomes, to suffer the highest property tax rate on the East End, adding to residents’ economic distress. The absence of a healthy commercial center also creates a food desert. Food products are available only at McDonald’s or convenience stores. Another indicator of distress is the lack of recreational opportunities. Riverside residents have only a children’s playground at its elementary school and a small pocket park. Despite the fact that the entire residential population lives walking distance to a beautiful 14 acre riverfront park parcel, there is no access to that land or to the Peconic River at its northerly border. Currently only criminals, people who illegally dump refuse and homeless people access the park.

1.b.ii. Cumulative Environmental Issues: Given the long history of neighborhood neglect, other BOA properties may also have groundwater and/or soil contamination associated with USTs, aged septic systems, and prior uses. Congested roads with Average Annual Daily Traffic of 14,765 on State Route 24 alone⁶ generate substantial emissions. Existing roadway configurations create potential for vehicle/pedestrian conflicts. Incidence of lung cancer is higher than expected, potentially due in part to traffic congestion. There is a concentration of Petroleum

⁴ Garvin, E., Branas, C., Keddem, S. et al. J Urban Health (2013) 90: 412.

⁵ Vince Taldone, President, Flanders, Riverside and Northampton Community Association

⁶ NYS Dept of Transportation Traffic Data Viewer. Accessed 11/14/17 <https://www.dot.ny.gov/tdv>

Bulk Storage facilities that pose potential health risks.⁷ Suffolk County is a nonattainment county for EPA 8-hour ozone.⁸ Riverside's EPA Environmental Justice (EJ) ozone indicator is in the 99th percentile in NYS and EPA Region 2.⁹ Existing development relies solely on onsite disposal systems (cesspools, septic systems), and generates nitrogen pollution that impacts the Peconic Estuary, including harmful algal blooms, hypoxia, fish kills, and high treatment cost for drinking water. 49% of the nitrogen load contributed by the Riverside subwatershed comes from onsite systems that contaminate groundwater flows to the estuary.¹⁰ Riverside's EJ wastewater discharge indicator is in the 81st percentile in NYS and 84th in EPA Region 2.⁹ The NYS Dept. of Environmental Conservation has established a Total Maximum Daily Load for nitrogen for the estuary and specifies targets for nonpoint sources. Advanced treatment and microsewering are strategies indicated for reducing nonpoint sources,¹¹ however the presence of brownfields discourages investment in redevelopment that would incorporate such improvements. Pathogens from wastewater flows into the estuary may make shellfish unsafe to eat and water unsafe for swimming.¹² Riverside surpasses the 50th percentile for NYS on 19 of the 29 EPA EJ indices.⁹

1.b.iii. Cumulative Public Health Impacts: The brownfield properties and their proximity to residences give rise to health concerns relating to potential exposure to petroleum and hazardous materials through inhalation, direct contact or ingestion, with potential health impacts including asthma, respiratory illnesses, blood lead levels, cancer, heart problems, and neurological conditions. As noted in 1.b.ii, lung cancer incidence is high. Children, a disproportionately low income and minority population (Hispanic, Latino, African American), and pregnant women, are among the sensitive populations potentially subject to the environmental exposures.

The pervasive blight and vacant buildings/lots gives rise to a host of additional health and safety concerns, including illicit drug use and other crime, the buildup of trash, attraction of rodents, and mental health impacts through anxiety and stigma.⁴ Illicit drug use is associated with accidents, crime, domestic violence, illness, lost opportunity, and reduced productivity.¹³ Boarded-up housing has been associated with poor health, "including outcomes as divergent as gonorrhea rates, pre-mature mortality, diabetes, and suicide," because of its "potential adverse impact on social relationships and opportunities to engage in healthful behaviors."¹⁴ Social isolation among elders, which has been reported anecdotally, has detrimental health effects.¹⁵

Existing public health data are regionally aggregated and do not provide community level data for Riverside. To overcome this limitation, the Flanders, Riverside and Northampton Community Association (FRNCA) secured funds from the 2016-17 NYS Environmental Justice grant program, in partnership with the Town and community groups, to conduct a community

⁷ NYS Dept of Health Enviro Facilities and Cancer Map. Accessed 11/14/17 <https://tinyurl.com/h4z3n46>

⁸ EPA Nonattainment Counties for All Criteria Pollutants. Accessed 11/14/17 <https://tinyurl.com/y7u2wcaa>

⁹ EPA Environmental Justice EJSscreen Report (Ver. 2017) for Riverside BOA area (target area).

¹⁰ Lloyd, Stephen. *Nitrogen load modeling to forty-three subwatersheds of the Peconic Estuary*. Nature Conservancy & Peconic Estuary Program, 5/2014. Accessed 11/14/17 <https://tinyurl.com/y8xutj5c>

¹¹ Total Maximum Daily Load for Nitrogen in the Peconic Estuary Program Study Area. NYS DEC, September 2007. http://www.dec.ny.gov/docs/water_pdf/tmdltnitpecn.pdf

¹² Peconic Estuary Program. Accessed 11/14/17 at <https://tinyurl.com/ycp4nasy>

¹³ US Office of National Drug Control Policy. 1999 National Drug Control Strategy.

¹⁴ Cohen DA, Mason K, Bedimo A, Scribner R, Basolo V, Farley TA. Neighborhood physical conditions and health. *Am J Public Health*. 2003;93:467–471.

¹⁵ Landeiro F, Barrows P, Nuttall Musson E, et al. Reducing social isolation and loneliness in older people: a systematic review protocol. *BMJ Open* 2017;7:e013778.

based participatory public health survey. FRNCA is contracting with Stony Brook University's School of Public Health to design and implement the survey, which will strengthen future efforts by public health and policy experts to address Riverside's health and safety concerns.

1.c.i Financial Need – Economic Conditions: The Town is unable to support the cost of the assessment project without federal support due to (1) property tax implications and (2) extensive resources committed to Riverside. (1) The Town is challenged to serve a diverse population in a community where the cost of living is among the highest in the country,¹⁶ and where regional economic data mask community disparities, including those in Riverside. Due to its depressed property values, Riverside has the lowest total evaluation and highest tax rate in the Town. Any cost absorbed by the Town to conduct the assessment project in Riverside would result in some tax increase. This is untenable as it would add to the financial burden of the very community we are trying to assist. Currently, 180 property owners in Riverside and adjacent communities are more than three years in tax arrears, putting them at risk of foreclosure.¹⁷ (2) As is the case in many towns, municipal resources are prioritized to sustain operational levels and address public safety and environmental issues. Substantial Town resources are allocated to Riverside to support proactive and reactive strategies to the blight conditions. Planning, engineering, environmental, and legal staff effort totaling thousands of hours as well as professional services were invested over the past 4+ years to develop the Riverside Revitalization Action Plan, BOA study, environmental reviews, and form based code. These personnel continue to work toward revitalization in partnership with the Town's master developer, community partners and other government agencies. Many Town departments experience disproportionate demand for services in Riverside, including the Police Department; Code Enforcement (25% of 2016 property violations townwide were issued in Riverside, but 0.5% of the Town population lives there¹⁷); Town Attorney and Justice Court for adjudication of violations; Public Works for cleanup of illegal dumping and providing engineering support for community projects; and others. Due to this allocation of resources, staff capacity does not exist to perform the project in-house. Operating funds are not available to support hiring of a QEP.

Our 2017 EPA Brownfields proposal was denied (this is a resubmittal). NYS Brownfield Opportunity Area and Environmental Restoration Fund programs have no upcoming assessment grants. No other programs are available. Based on market research, the cost to prepare ESAs and cleanup plans will average \$28,000 per site. Even if the Town supported one or two assessments per year, it would take 5-9 years to complete all sites, during which time revitalization efforts would be stalled and blight conditions would become more entrenched and harder to overcome.

1.c.ii. Economic Effects of Brownfields: Despite its close proximity to areas of relative prosperity on Long Island's East End, Riverside does not share in this wealth. In fact, it suffers from an exceedingly high cost of living in a town where the average house costs over \$1.8M.¹⁸ Median home value in Riverside is \$70,400 (ACS 2015). Poverty rate is 23.7%, more than triple the Suffolk County rate (6.8%) (2014 ACS). Riverside's median household income, \$37,292, is the lowest countywide and its unemployment as the highest at 15.5% (ACS 2014). Research by the *Long Island Index* shows that Long Island communities experience a high correlation

¹⁶ The High Cost of Earning a Living in the Hamptons. Southampton Patch, 7/13/2014. Accessed 11/14/17 at <https://tinyurl.com/yay84gu2>

¹⁷ Town of Southampton Code Enforcement data provided November 15, 2017.

¹⁸ Eltman, Frank. "Workers Struggle in Hamptons, Playground for Rich." Associated Press. July 12, 2014. Accessed 11/14/2017 at: <https://tinyurl.com/ybm7e4dx>

between poverty and race/ethnicity, and Riverside is no exception: residents are 47.8% White, 16.7% Hispanic or Latino, and 33.9% Black or African American. By contrast, Suffolk County is 80.9% white, 17.8% Hispanic/Latino and 7.7% Black or African American (ACS 2015).

The Town of Southampton, community groups and Master Developer Renaissance Downtowns spent two years developing the Riverside Revitalization Action Plan (RRAP), culminating in the December 2015 adoption of the RRAP, associated environmental studies and a zoning overlay district that clears away longstanding regulatory barriers to development.¹⁹ Planning is 100% complete; key remaining critical path investment items include brownfield remediation and infrastructure improvements. While brownfields are not the sole cause of the ongoing impoverishment in Riverside, their concentration in the BOA (the target area) discourages private investment and contributes to continued decay. The brownfields represent a lost opportunity to generate property tax revenue. Without assessment and cleanup, they also represent lost opportunity for the development of new housing and jobs. Indeed, employers in the region experience difficulty recruiting employees due to a lack of market-rate, workforce housing. Addressing this shortage requires implementation of the RRAP. These benefits will not be realized until environmental risks are quantified and cleanup costs estimated.

2. PROJECT DESCRIPTION AND FEASIBILITY OF SUCCESS: 2.a.i. Project

Description and Alignment with Revitalization Plans: Grant funds are requested to prepare updated Phase I environmental site assessments (ESAs), Phase II ESAs and cleanup planning for an estimated 9 of the 20 properties of environmental concern identified in the 2015 BOA study. It is estimated that ESAs and cleanup plans will be prepared for six (6) petroleum sites and three (3) hazardous substances sites. Final site selection will be made during grant implementation.

The environmental contamination that is or is perceived to be present at the targeted sites are a deterrent to private investment in revitalization. The ESAs and cleanup plans are necessary in order to achieve the intended redevelopment end uses for these properties, which are consistent with the land use goals articulated in the Riverside Revitalization Action Plan (RRAP), as well as the supporting BOA Nomination Study, GEIS and Zoning Overlay District. The RRAP was developed with intensive public participation over a two year period. It provides a blueprint for overcoming the community's challenges while capitalizing upon residents' strong desire for a vibrant mix of retail stores, service-related businesses, restaurants and diverse housing options, along with improved transportation, infrastructure, pedestrian pathways, public green spaces and access to the Peconic River. The RRAP will ensure that the brownfields are reused in ways that align with sustainable equitable development outcomes as follows: (1) Greener and healthier homes, buildings and neighborhoods will be achieved by supporting development that uses advanced wastewater systems to reduce nitrogen loading in the Peconic Estuary; replaces substandard housing with new housing stock; redevelops blighted properties to alleviate health and safety impacts. The RRAP supports sustainable development by implementing smart growth and green building design elements in an economically viable plan. It supports a high density and diversity of residential and non-residential uses, and envisions 2,267 new housing units, 50% affordable, and 192,000 SF of professional and retail space. (2) Mitigate environmental conditions by removing petroleum and hazardous contamination at brownfields, reducing risk for exposures that can lead to health impacts; and by supporting a mixed use, walkable neighborhood that reduces reliance on automobiles, reducing greenhouse gas emissions. (3) Improve access by residents to greenspaces/recreational areas by alleviating blight conditions in

¹⁹ See Riverside at <http://www.southamptontownny.gov/817/Master-Plans---By-Hamlets-Adopted>

parks and adjacent properties. The RRAP calls for park development on the 14 acre Peconic River waterfront park at the hamlet's northern border to serve the community. (4) Improve access to affordable, healthy food by fostering development of a mixed use, walkable community with commercial uses that include expanded food options. (5) Position Riverside as a vibrant gateway to the South Fork in order to retain and attract a diverse and multicultural population that includes young professionals and members of the innovation and knowledge economies. (6) Complement adjacent Riverhead downtown area and leverage the proximity of the Long Island Rail Road station and availability of bus service. (7) Promote housing choices with a broad range of housing types and price points including attainable and market-rate housing options in order to retain local residents and attract new ones. (8) Expand the property tax base and provide additional employment opportunities, including local hiring preferences for redevelopment projects. (9) Leverage proximity to existing infrastructure, maritime resources along the Peconic waterfront, natural assets, recreation areas, preserved open spaces of the Pine Barrens region, and proximity to the adjacent Riverhead downtown area to attract businesses, residents and visitors. (10) Reduce toxicity, illegal dumping, and blighted vacant parcels by stimulating cleanup and redevelopment activities at the brownfield sites and throughout the target area.

2.a.ii. Redevelopment Strategy. Six (6) of the targeted brownfields are identified in the Town's BOA study as strategic sites that are essential to catalyzing revitalization strategy. An additional three (3) are targeted as they are adjacent to residential development, pose health hazards, and contribute to neighborhood blight conditions that desperately need remediation.

The RRAP and Zoning Overlay district divide Riverside into seven Overlay Zones. The redevelopment strategy provides a form-based code that complements existing development in adjacent Riverhead downtown (just to Riverside's north across the Peconic River). It places the densest area ¼ mile (5 minute walk) from the traffic circle on State Route 24, and scales down in density as it radiates away from the circle. RO-1 is the central Hamlet Center zone which permits the highest densities and greatest variety and mix of uses, including a range of residential, retail, hospitality, cultural and entertainment uses. This is intended to be the prime downtown area with pedestrian access to waterfront, the adjacent walkable downtown, and commuter rail. Two (2) of the targeted brownfield sites are in the RO-1 zone, located prominently on the arterial roadways on properties that are critical to the redevelopment strategy.

The RO-2 zone contains three targeted brownfields. This is the Hamlet Neighborhood zone, which shares the densities and mix of uses supported in the Hamlet Center, and promotes a range of retail choices and commercial uses as well as a variety of residential options. Zone RO-3 is the Riverside Special district and contains two targeted brownfields. This zone promotes walkability to the Hamlet Center and adjacent Riverhead downtown but emphasizes residential uses. RO-4 Riverside Gateway District and RO-5 Riverside Suburban District each contain one targeted brownfield. These provide lower densities of uses compared RO-1 through RO-3, and provide a logical transition to surrounding suburban and parkland areas. The brownfields, together and individually, are impediments to redevelopment and pose potential health concerns for residents.

Existing assets to be leveraged include proximity to an adjacent downtown area and multimodal transit hub in Riverhead township, the scenic Peconic River waterfront, and existing roadway networks. Infrastructure deficiencies have hampered redevelopment for decades; potential sites for wastewater treatment have been identified and sewer planning is in process by the Town and Suffolk County. Roadway improvements will provide appropriate pedestrian amenities, traffic circulation, parking and public frontages.

2.a.iii. Timing and Implementation: Project Director David Wilcox, Town Planning Director, will be responsible for administering the project within the three year grant term.

2.a.iii(a) Contractor procurement: Following Town/federal procurement requirements/procedures, Mr. Wilcox will oversee a competitive process to select a qualified environmental professional (QEP) to prepare the ESAs and cleanup plans. This is anticipated to be complete by the end of the second quarter (Q2). An ad hoc committee of Town personnel with planning, environmental, brownfield, purchasing and related expertise will review proposals and make recommendations to the Town Board for selection of the QEP. The Town Board will then approve hiring the consulting firm and the Town Purchasing Department, in cooperation with the Comptroller's Office and Project Director, will execute the QEP's contract. The grant scope of work also includes community outreach. Through a contractual arrangement with the community based nonprofit organization Flanders, Riverside, and Northampton Community Association (FRNCA), community outreach workers will conduct outreach and education activities to area residents to educate and inform them about brownfields and community revitalization efforts.

2.a.iii(b). Site inventory, prioritization and selection process: By the end of the first quarter (Q1) following execution of a cooperative agreement with EPA, Mr. Wilcox will assemble a Brownfields Advisory Committee (BAC) and he, with the BAC and in coordination with EPA, will update the existing site inventory of 20 properties as needed to ensure site eligibility and make final site selections of nine targeted sites and two or more alternates (in the event site access negotiations fail). Parameters to be used to prioritize sites to be assessed are health/safety concerns and opportunity for redevelopment. Additional parameters may be added by the BAC.

2.a.iii(c). Obtaining and securing site access: Property access agreements will be negotiated with property owners by the Town Attorney and Project Director. Discussions with property owners to date indicate willingness to proceed. In the event access negotiations fail, alternate properties will be substituted. One targeted site is owned by the Town.

2.b.i. Task Descriptions: Task 1 – Community Engagement: Through the BAC, the Town will engage community partners and stakeholders to discuss brownfield revitalization opportunities, and to help select and prioritize sites. This will include open community meetings with the nonprofit partners and master developer as described in Section 3; attending and presenting at business group and community association meetings; and community involvement activities surrounding reuse and cleanup planning. Town staff will manage these efforts with support from the QEP and partners (see support letters and threshold criteria). Town Division of Land Management staff and the Deputy Town Supervisor will support community engagement by allocating in-kind effort. In addition, the grant budget request includes \$5,000 to support a contractual arrangement between the Town and community nonprofit FRNCA to increase work hours for its part time community outreach workers, who are trained to promote community engagement in revitalization, and who are a perfect fit for using their established grassroots relationships in Riverside to engage residents in the assessment project. The budget is estimated to support four hours/week at \$18/hr. for 52 weeks (\$3,744) and outreach expenses (\$1,256) for promotional materials (\$500), mailings (\$500), electronic communications (\$200) and office supplies to support copying and related expenses for community meetings (\$56). Output: records of community outreach including meetings, educational materials, press materials.

Task 2 – Site Assessments – update Phase I ESAs. Nine (9) Phase I ESAs completed under the BOA Nomination Study in 2015 will be updated by the QEP to comply with AAI standards and ASTM 1327-13. Existing conditions (6 petroleum, 3 hazardous substances) are discussed in Section 1a.iii. Market research indicates average \$2,000/site (\$18,000 total). **Task 3 – Site**

Assessments –Phase II ESAs: Phase II ESAs will be conducted in compliance with AAI and ASTM standards and in coordination with EPA, NYS Department of Environmental Conservation and Suffolk County Health Department as required. Nine (9) Phase II ESAs (6 petroleum, 3 hazardous substances) will be conducted by the selected QEP at an average cost of \$28,000 each (total \$252,000). The QEP will collect and analyze soil, sediment, soil vapor and/or groundwater samples, and take other measurements to confirm and quantify the presence of environmental contamination. Associated Quality Assurance Project Plans (QAPP), Safety Assurance Plans (SAPs) and Health and Safety Plans (HASPs) will be prepared as part of this process. The cost for conducting these tasks will vary depending upon the size of the properties being assessed, and the extent and nature of the contamination present; the presented costs are based upon the Town’s market research. No UST removal is anticipated. **Task 4 – Cleanup Planning:** It is anticipated that all Phase II ESAs will indicate contamination exceeding federal screening or cleanup standards. Analysis of Brownfield Cleanup Alternatives (ABCA) and cleanup plans that identify steps necessary to meet cleanup standards for reuse goals will be prepared by the selected QEP. Cost is estimated at an average \$5,000 per site (total \$45,000 for 9 sites, 6 petroleum, 3 hazardous substances). Referrals will be made to the New York State Brownfield Cleanup Program to assist private owners to advance cleanup plans.²⁰ **Task 5 – Programmatic Activities:** The Town will undertake all tasks required to meet the requirements of the Brownfields Assessment program, including but not limited to Cooperative Agreement oversight, meeting all reporting requirements (MBE/WBE, quarterly, financial, ACRES database input), data management, and project coordination. The Project Director, with staff in the Division of Land Management, Purchasing, Comptroller, and Office of the Supervisor will administer the award. Funding has been included for two Town staff (Project Director and one other) to travel to regional training opportunities to National Brownfields conference and/or biannual Brownfield roundtables in Albany, NY to learn and share best practices. Trips are expected to occur in years 1 and 2. The average cost is estimated at \$2,000 per trip for airfare/mileage, hotel and per diem at approved federal rates (2 annual trips, 4 total for \$8,000).

2.b.ii. Budget Table: 95% of total grant funds will be directed for ESAs and cleanup plans.

Budget Categories	Hazardous Substance Funds - Project Tasks (\$)					Total (\$)
	Task 1 Community Engagement	Task 2 Update Phase I ESAs	Task 3 Phase II ESAs	Task 4 Cleanup Planning	Task 5 Programmatic Activities	
Travel					\$4,000	\$4,000
Contractual	\$2,500	\$6,000	\$63,000	\$15,000		\$86,500
Total	\$2,500	\$6,000	\$63,000	\$15,000	\$4,000	\$90,500
Budget Categories	Petroleum Funds - Project Tasks (\$)					Total (\$)
	Task 1 Community Engagement	Task 2 Update Phase I ESAs	Task 3 Phase II ESAs	Task 3 Cleanup Planning	Task 4 Programmatic Activities	
Travel					\$4,000	\$4,000
Contractual	\$2,500	\$12,000	\$126,000	\$30,000		\$170,500
Total	\$2,500	\$12,000	\$126,000	\$30,000	\$4,000	\$174,500
Grand Total	\$5,000	\$18,000	\$189,000	\$45,000	\$8,000	\$265,000

²⁰ NYSDEC website accessed 11/14/2017 at <http://www.dec.ny.gov/chemical/8450.html>

2.c. Ability to Leverage – (1) Resources to ensure success of the grant: Officials and staff of Division of Land Management, Office of the Supervisor, Comptroller, and other Town departments will participate in advancing all project tasks, including grant and project administration, project management, procurement, fiscal oversight, and management of grant funded consultants/contracts. **(2) Resources secured to support revitalization of brownfield sites and blighted community conditions:** **Federal:** \$250,000 Community Development Block Grant (CDBG) for capital improvements to support youth programs at Ludlam Park in Riverside; \$114,017 CDBG to purchase a building lot to create an affordable housing opportunity. Other annual CDBG allocations are directed for housing assistance and revitalization projects. **State:** \$150,000 State and Municipal Facilities Capital Program to support the Ludlam Park initiative; \$50,000 Environmental Justice Grant for park planning and community based participatory public health survey. \$40,494,000 Empire State Development Clean Water State Revolving Fund for Suffolk County sewer upgrade at County Center in Riverside, which would serve a portion of the BOA. \$30,000 Empire State Development Engineering Planning Grant to update Suffolk County sewer study. NYS Farmers Market Nutrition Program participation to support access to Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) and Senior Nutrition Programs. **Suffolk County:** \$4,250,000 for roadway improvements. \$35,000 Suffolk Downtown Revitalization grant to support pedestrian footpath through Riverside Park, to establish access to waterfront parkland. Includes Town match \$20,000. **Private:** \$175,000 Vacant and Abandoned Properties prevention/remediation initiative targeting Riverside distressed homeowners; \$20,000 Long Island Community Foundation award to support nonprofit FRNCA community engagement and outreach initiative. Town is fiscal sponsor to reduce administrative burden to nonprofit. \$60,000 Renaissance Downtowns (master developer) to study wastewater treatment options and \$50,000 in social impact through partnership and direct investment, including seed grants for community organizations. Additionally, the master developer agreement includes a provision for conveyance of municipal property to Renaissance Downtowns, with the purchase price based on the full build out potential. Proceeds of acquisition will be available for reinvestment in Riverside. **Past Leveraging Success:** Renaissance Downtowns invested \$1M to date to prepare the RRAP. Suffolk County purchased waterfront 14 acre Riverside Park at \$2.4M and invested \$250,000 in a sewer study. NYS Local Waterfront Revitalization Program grant of \$85,875 to design a pedestrian footbridge that would span the Peconic River to connect Riverside to adjacent Riverhead downtown. Town match \$85,875. NYS Brownfield Opportunity Area grant \$236,900 supported BOA Nomination Study, plus \$35,243 in documented in-kind effort by Town personnel. The Town has invested in roadway/pedestrian improvements; targeted community policing patrols; code enforcement; and thousands of staff hours for planning, outreach, related activities.

3. COMMUNITY ENGAGEMENT AND PARTNERSHIPS

3.a. Community Involvement Plan and Communicating Progress: Brownfields Advisory Committee (BAC): The Town of Southampton's Committee on Riverside Economic development has been meeting monthly for over two years, and regularly brings together Town officials and staff (including the Supervisor, Deputy Supervisor, Planning Director, and Town Planning & Development Administrator) with representatives from the County (County Legislator for Riverside, County Commissioner of Economic Development, others), and local and regional groups and business interests (FRNCA, Riverside Revitalization Corporation, First Baptist Church, Town of Southampton Housing Authority, Long Island Association, private property owners) Since its inception this group has been the sounding board for all planning and

development initiatives in Riverside, including the ongoing sewer and traffic studies, land use decisions, grant opportunities, the BOA Nomination Study and, now, this project.²¹

The Economic Development committee will serve as the BAC. This will benefit the project by providing a group of advisors that are community stakeholders that are well-versed in Riverside issues, and have an established working relationship. Reviewing project progress within the group's regular meetings will also ensure that the initiative is fully coordinated and integrated with all other Riverside development projects and studies. Other outreach efforts: (1) During development of the RRAP, GEIS and zoning code, the Town, Renaissance Downtowns and FRNCA conducted extensive online/in-person outreach to residents and businesses to gather information about community/property owner/business needs, barriers to area investment, and to create a vision for redevelopment. These efforts will continue. (2) Renaissance Downtowns utilizes crowdsourced place making (CSPM) community engagement strategies and continues to employ a bilingual community liaison to involve residents and business owners in revitalization. See support letter. (3) FRNCA holds monthly membership meetings which will be used to broadcast information about the program, raise issues and collect feedback. These meetings regularly attract more than 50 residents. The support letter details FRNCA's plan to use grant funded bilingual community outreach workers for education and information dissemination. (4) Peconic River Community Development Alliance (PRCDA) will support community outreach as described in the attached support letter. (5) Regular monthly meetings between the Town of Southampton's Department of Land Management, its office of Housing and Community Development, and the Town of Southampton Housing Authority will continue to review progress and coordinate joint efforts on affordable housing projects in the Town. (6) The Town participates on the Peconic Estuary Advisory Committee and will use its presence there to solicit input from the Peconic Estuary Program. (7) A document repository will be established on the Town website to distribute meeting minutes, outreach materials, and project updates.

Town representatives (Project Director, Land Management, Supervisor's Office) will attend and present at a minimum of three community meetings to share information and collect feedback. Videos of Town Board meetings will be posted online and will run on the local public access television station. At least three public presentations will be made to the Town Board. Paper- and web-based materials will be designed for speakers of English and Spanish, and text size will accommodate needs of seniors who may have impaired vision. Most meeting spaces have amplification available to accommodate those who are hard of hearing.

3b.i Partnerships with Government Agencies – Local/State Environmental Authority: The Town will coordinate with NYS Department of Environmental Conservation (DEC) to enroll brownfield sites in the Brownfield Cleanup Program.²² The Town will register petroleum sites with the DEC to generate spill numbers. Suffolk County Department of Health Services will oversee subsequent remediation efforts, however DEC is primary and must sign off on cleanup.

3.b.ii. Partnerships with Government Agencies: Other Governmental Partnerships: The Town understands that brownfield redevelopment requires a cooperative effort among various governmental and non-governmental entities. We will work collaboratively with EPA to advance this project. We will continue to collaborate with Suffolk County Economic Development to aid in business and economic development, as well as participation in its land bank program; Suffolk

²¹ A comprehensive description of CSPM activities since 2014 is contained in the BOA Nomination Study at <http://southamptontownny.gov/Archive.aspx?AMID=71&Type=&ADID=>

²² <http://www.dec.ny.gov/chemical/8450.html>

County Dept. of Public Works to coordinate improvements to roadway, wastewater and stormwater infrastructure. We will coordinate with NYS Dept. of Parks, Recreation and Historic Preservation to promote historic preservation and park development. Riverside's first historic landmark, AME Zion Church, received Town landmark designation in February 2016.²³

3.c.i. Partnerships with Community Organizations: Flanders, Riverside and Northampton Community Association (FRNCA) is a nonprofit community service organization with over 130 members including both residents and local businesses. FRNCA's mission is to unite the three hamlet communities of Flanders, Riverside and Northampton to promote and advance their collective social, economic, environmental and cultural well being. **Role:** serves on the Town of Southampton's Riverside Economic Development Committee, is deeply involved in Riverside revitalization efforts, will serve as advisor on neighborhood needs and prioritization and will participate on the BAC. It will also direct its community outreach workers to conduct education and informational efforts to engage residents in the project as described in the support letter.

Peconic River Community Development Alliance, Inc. (PRCDA) is a nonprofit organization aimed at facilitating social change and economic development in the hamlet of Riverside and adjacent communities in the Towns of Southampton and Riverhead. **Role:** advisor on neighborhood needs and prioritization and will participate on the BAC. See support letter.

3.c.ii. Letters of Commitment: FRNCA, PRCDA and Renaissance Downtowns.

3.d. Partnerships with Workforce Development Programs: There are no Brownfields job training grantees on Long Island.²⁴ The Town will pursue job training opportunities that are identified, through Workforce Innovation and Opportunity Act, Brownfields or other programs. Note the RRAP contains local hiring requirements for development projects.

4. PROJECT BENEFITS 4.a. Welfare, Environmental, and Public Health Benefits:

The project outputs – updated Phase I ESAs, Phase II ESAs, Cleanup Plans, and increased community engagement – will empower the Town and its private and public stakeholders to safely clean up and sustainably reuse the targeted brownfields, and achieve goals for revitalization as described in the Riverside Revitalization Action Plan and codified in the adopted form-based code. Welfare, environmental and health impacts discussed in the Community Need section will be mitigated or eliminated. **Welfare benefits:** Blighted and underutilized commercial and residential properties will be redeveloped to create a vibrant, mixed use, attractive, safe, walkable, diverse, affordable neighborhood that offers easy access to healthy food options, jobs, and recreational properties including the 14 acre waterfront Peconic River park. The projected increases in tax revenue associated with redevelopment will support schools and public services. Elimination of crime ridden vacant buildings and lots will reduce criminal activity. Substandard housing stock will be replaced with safe, sustainable, affordable options. **Environmental and Public Health benefits:** Cleanup of the targeted brownfields – abandoned gas stations, auto repair facilities, PBS storage sites, hazardous waste generators, and spill sites in close proximity to residences – will reduce the potential for health impacts associated with inhalation and direct contact exposure to these contaminants via soil or groundwater, such as asthma, respiratory illness, blood lead levels, cancer, heart problems and neurological conditions. Reductions in environmental contamination will directly benefit residents of the target area and its sensitive populations – low income, minority, children, seniors, and women of childbearing age. Redevelopment will mitigate traffic congestion and encourage pedestrian activity, reducing greenhouse gas emissions. The buildout scenario projects

²³ "Goodwill AME Zion Church is Riversides's first historic landmark." Times Review, Feb. 4, 2016.

²⁴ EPA Brownfields Grant Fact Sheet. Accessed 11/14/17 at https://cfpub.epa.gov/bf_factsheets/

2,267 new housing units and 192,000 SF of professional and retail space. Advanced wastewater treatment infrastructure will be provided for this increased density as well as existing developed areas (which rely solely on onsite systems) in order to conform to the established TMDL for nitrogen. Reduced flow of nitrogen and pathogens to the Peconic Estuary will benefit water quality as well as water dependent recreational and commercial uses. Mitigation of blight will alleviate “chronic stress and attendant maladaptive physiologic responses,” risky behavior and social isolation⁴ and promote positive social interaction among residents as well as reduce their fear that they or their families will become victims of crime. Planned assisted living facilities will help local seniors to age in place in a safe environment. Public health data will continue to be developed under the Town’s partnership with FRNCA and will inform brownfield revitalization efforts. **Climate Change:** The RRAP¹⁹ incorporates climate resilient²⁵ development approaches that seek to improve walkability and increase pedestrian and vehicular connectivity; and protect and restore wetlands and attract businesses and residents to stimulate the local economy. The plan provides for ‘preemptive’ health adaptations such as the incorporation of green infrastructure and energy efficient design.

4.b. Economic and Community Benefits: Redevelopment under the RRAP will re-shape Riverside including its target BOA area as a vibrant, inspiring destination that is representative of its community’s shared values and which provides economic, social and environmental benefits for current and future residents. The master-planned, mixed use, compact, walkable, revitalization area will be oriented around renewed waterfront parkland and will offer new access to recreation, arts and culture, environmental programming, recreation, farmers markets, attractive, affordable, walkable neighborhoods and jobs. Six of the targeted brownfields have been identified as strategic sites that are essential for achieving this vision. Three additional brownfields are targeted to reduce risk to health and safety of adjacent residents.

At full buildout, Riverside will support a high density and diversity of planned residential and non-residential uses (2,267 new housing units, 50% affordable, and 192,000 SF of professional and retail space). The development scenario is driven by local and regional market research conducted by Master Developer Renaissance Downtowns and is supported by the GEIS. Market research findings include: projected demand of 3,100+ new rental units between 2010-2030 by millennials and boomers in Southampton and Riverhead Towns; and strong demand for retail, hospitality and office uses. The development scenario is projected to generate 1,971 FTEs annually in the region (\$88.9M annually in labor income).

Redevelopment is projected to significantly increase taxes generated by the area, resulting in a substantial increase in revenues distributed to each taxing jurisdiction (school, library, fire, ambulance districts, County, Town, State). When revitalization plans reach full build-out, the community is projected to generate over \$12.6 million in annual taxes. This represents a net increase of over \$10.3 million per year when compared to existing site conditions.²⁶

Construction related to redevelopment is projected to generate total economic impact of over \$1.1 billion during the 10 year construction period.²⁶ It is projected that the construction period will necessitate 306 full time equivalent (FTE) employees per year. Many of these jobs will go to Riverside residents, ensuring that they will share in the benefits of revitalization.

²⁵ Rosenzweig, C., W. Solecki, A. DeGaetano, M. O’Grady, et. al. (Eds.). 2011. *Responding to Climate Change in New York State: The ClimAID Integrated Assessment for Effective Climate Change Adaptation*. Technical Report. New York State Energy Research and Development Authority.

²⁶ Draft Generic Environmental Impact Statement Riverside BOA, Revitalization Plan and Zoning Amendments (2015). <http://www.southamptontownny.gov/Archive.aspx?AMID=66>

The RRAP and zoning amendments established enforceable Community Benefit Policies. The policies include a Construction Jobs Policy, an Operations Jobs Policy, and a Local Contracting Policy. These policies are intended to ensure that redevelopment activities result in direct economic benefits to Riverside residents and will ensure job creation for local residents and businesses.²⁷ A fair share mitigation fee structure is also in place as part of the form-based code and will bring in millions of dollars from developers for environmental and social initiatives to support revitalization, such as wetland restoration, job programs and more.

5. PROGRAMMATIC CAPABILITY AND PAST PERFORMANCE

5.a. Audit Findings: there are no audit findings and no problems with grants administration.

5.b. Programmatic Capability: The project will be managed by David Wilcox, Town Planning Director who brings considerable municipal experience in planning and project management. Town Comptroller Len Marchese, MBA, CPA, will provide fiscal oversight and support for grant compliance activities. The Town is very experienced in handling local, state and federal grants and has a successful track record in this regard. In the past three years the Town has successfully administered nearly 20 grant awards for a variety of projects including Port Security (\$220,000), waterfront revitalization (\$85,875), and downtown revitalization in the hamlet of Hampton Bays (six separate NY State awards totaling \$2.47M). We recently received \$175,000 for a zombie and vacant property remediation and prevention initiative in Riverside (see threshold criteria). The Town Procurement department routinely retains QEPs for various projects and uses established procedures consistent with General Municipal Law for all procurement actions. The Town Attorney is qualified to provide legal assistance for access agreements. Expertise within the Town's Division of Land Management and other departments will be available and will encompass environmental, regulatory, GIS and related fields.

5.c. Measuring Environmental Results: Mr. Wilcox will be responsible for progressing project activities and will, on a monthly basis, report progress to the Town Planning and Development Administrator. The project management plan will incorporate milestones for site selection; assembly of the BAC; QEP procurement; output tracking (frequency, attendance and outcomes of community and BAC meetings by Town and partner representatives; creation of outreach materials; completion of updated Phase I ESAs, Phase II ESAs and cleanup plans); outcome tracking (acres made ready for reuse; minimized exposure to hazardous substances and other contamination; public health data; economic impact information); grant compliance; reporting.

5.d.ii Past Performance and Accomplishments - Other Federal and Non-Federal Assistance Received. 1. Purpose and Accomplishments:

(1) New York State DEC Brownfield Opportunity Area Step II Nomination Study, Revitalization Plan and GEIS for Riverside – \$236,900 to conduct an areawide and community-supported planning process for brownfield redevelopment. (2) NYS Department of State Local Waterfront Revitalization Program. \$85,875 to design the Riverside Pedestrian Footbridge which would span the Peconic River and connect downtown Riverhead to Riverside, and begin Riverside's transformation to a waterfront-oriented community. (3) NYS Office of Parks, Recreation and Historic Preservation and NYS Empire State Development: three consecutive years of funding and six grant awards totaling \$2.47M for design and development of Good Ground Park and downtown revitalization in Hampton Bays. (4) \$175,000 Local Initiatives Support Corporation for vacant property remediation/prevention.

5.d.2. Compliance with Grant Requirements: (1) and (2) were successfully closed out as planned. (3) the initial two awards are successfully closed out; current four are proceeding as scheduled and are expected to be closed out in a timely fashion. (4) is proceeding as planned.

²⁷ Riverside Overlay District Zoning Code: <http://www.southamptontownny.gov/DocumentCenter/View/6123>

**TOWN OF SOUTHAMPTON
FY 18 BROWNFIELDS ASSESSMENT GRANT
ATTACHMENTS**

Attachment 1: Regional Priorities Form and Other Factors Checklist

Attachment 2: Letter from NYS Department of Environmental Conservation

Attachment 3: Documentation indicating committed leveraged resources

Attachment 4: Letters of Commitment

Attachment 5: Threshold Criteria

Appendix 3 - Regional Priorities Form/Other Factors Checklist

Name of Applicant: Town of Southampton

Regional Priorities Other Factor

If your proposed Brownfields Assessment project will advance the regional priority(ies) identified in Section I.F., please indicate the regional priority(ies) and the page number(s) for where the information can be found within your 15-page narrative. Only address the priority(ies) for the region in which your project is located. EPA will verify these disclosures prior to selection and may consider this information during the selection process. If this information is not clearly discussed in your narrative proposal, it will not be considered during the selection process.

Regional Priority Title(s):

Extreme Weather Resiliency

Page Number(s): 14

Assessment Other Factors Checklist

Please identify (with an **X**) which, if any, of the below items apply to your community or your project as described in your proposal. To be considered for an Other Factor, you must include the page number where each applicable factor is discussed in your proposal. EPA will verify these disclosures prior to selection and may consider this information during the selection process. If this information is not clearly discussed in your narrative proposal or in any other attachments, it will not be considered during the selection process.

Other Factor	Page #
<i>None of the Other Factors are applicable.</i>	
Community population is 10,000 or less.	2
The jurisdiction is located within, or includes, a county experiencing “persistent poverty” where 20% or more of its population has lived in poverty over the past 30 years, as measured by the 1990 and 2000 decennial censuses and the most recent Small Area Income and Poverty Estimates.	
Applicant is, or will assist, a federally recognized Indian tribe or United States territory.	
Target brownfield sites are impacted by mine-scarred land.	
Project is primarily focusing on Phase II assessments.	10
Applicant demonstrates firm leveraging commitments for facilitating brownfield project completion, by identifying in the proposal the amounts and contributors of resources and including documentation that ties directly to the project.	11
Applicant is a recipient of an EPA Brownfields Area-Wide Planning grant.	

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Environmental Remediation, Bureau of Program Management
625 Broadway, 12th Floor, Albany, NY 12233-7012
P: (518) 402-9764 | F: (518) 402-9722
www.dec.ny.gov

ATTACHMENT 2
STATE LETTER

NOV 10 2017

Mr. Jay Schneiderman, Supervisor
Town of Southampton
116 Hampton Road
Southampton, NY 11968

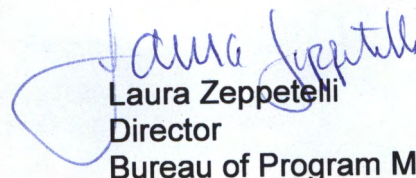
Dear Mr. Schneiderman:

This is to acknowledge that the New York State Department of Environmental Conservation (Department) received your request for a state acknowledgement letter for United States Environmental Protection Agency (USEPA) Brownfield grant.

I understand that the Town plans to submit a Brownfield Assessment Grant proposal in the amount of \$300,000. The funding will be utilized on a community-wide basis. It is anticipated that Phase II assessments and cleanup plans will be conducted at 11 properties in the Hamlet of Riverside.

The Department encourages initiatives to redevelop brownfields with the goal of mitigating any environmental and health impacts that they might pose.

Sincerely,


Laura Zeppetelli
Director
Bureau of Program Management

ec: T. Wesley, USEPA Region 2
W. Parish/E. Obrecht/H. Cirrito, NYSDEC



Department of
Environmental
Conservation

NARRATIVE ATTACHMENT 1
DOCUMENTATION OF COMMITTED FIRM LEVERAGED RESOURCES

Source	Purpose/Role	Amount	Status*
Federal			
HUD CDBG	Town of Southampton allocation to purchase and install a 2,000 SF prefabricated building at Ludlam Avenue Park in Riverside. The building will be used by the Town Youth Bureau and Parks and Recreation Department for youth programming. An agreement with nonprofit Children's Museum of the East End will create a satellite location in Riverside, to be housed in this building as well. Total cost \$400,000 to be supported by additional NYS SAM program (see below).	\$ 250,000	Secured
HUD CDBG	Award to Town of Southampton to purchase a building lot for the purposes of constructing a single family residence to be sold to an income eligible household in order to create an affordable housing opportunity.	\$ 114,017	Secured
NY State			
State and Municipal Facilities Capital Program (SAM)	Award to Town of Southampton to purchase and install a 2,000 SF prefabricated building at Ludlam Avenue Park in Riverside. The building will be used by the Town Youth Bureau and Parks and Recreation Department for youth programming. An agreement with nonprofit Children's Museum of the East End will create a satellite location in Riverside, to be housed in this building as well.	\$ 150,000	Secured
Department of Environmental Conservation	Environmental Justice Community Impact Grant for park planning and community based participatory public health survey. Award to Flanders, Riverside and Northampton Community Association (nonprofit) with Town of Southampton as fiscal agent to reduce administrative burden on the nonprofit.	\$ 50,000	Secured
Empire State Development Clean Water State Revolving Fund	Revolving Funds allocated to Suffolk County for sewer upgrade at County Center in Riverside, which would serve a portion of the BOA.	\$40,494,000	Secured
Empire State Development Engineering Planning Grant	Award to Town of Southampton to update Suffolk County sewer study to align with RRAP and BOA.	\$ 30,000	Secured

Farmers Market Nutrition Program	State commitment to support access to Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) and Senior Nutrition Programs at Farmers Market.	\$ -	Secured
Suffolk County			
Suffolk County	Funds allocated by Suffolk County for improvements to Riverside roundabout.	\$ 4,250,000	Secured
Suffolk County Downtown Revitalization	\$15,000 grant to Town of Southampton to support pedestrian footpath through Riverside Park, to establish access to waterfront parkland. Town will contribute \$20,000 match.	\$ 35,000	Secured
Private			
Local Initiatives Support Corporation	Award to Town of Southampton to support Vacant and abandoned property remediation, prevention and management. Focus in Riverside with grant funded position supporting direct community outreach.	\$ 175,000	Secured
Long Island Community Foundation	Long Island Community Foundation award to support nonprofit FRNCA community engagement and outreach initiative (with Town acting as fiscal sponsor to reduce administrative burden to nonprofit).	\$ 20,000	Secured
Renaissance Downtowns	Renaissance Downtowns (master developer) committed funds to study wastewater treatment options.	\$ 60,000	Secured (see support letter)
Renaissance Downtowns	Social impact investments through partnership and direct investment, including seed grants for community organizations.	\$ 50,000	Secured (see support letter)
Renaissance Downtowns	Master developer agreement includes a provision for conveyance of municipal property to Renaissance Downtowns, with the purchase price based on the full build out potential. Proceeds of acquisition will be available for reinvestment in Riverside.	various	Secured
Town			
Town of Southampton	Pending commitment of capital funds for improvements to Crohan community center in Riverside	\$ 50,000	Pending

*(Secured resource with attached documentation, Pending, or Potential)



Southampton Town Board

116 Hampton Road
Southampton, NY 11968

ADOPTED

TOWN BOARD RESOLUTION 2017-653

Meeting: 07/11/17 01:00 PM

Department: Comptroller

Category: Budget & Finance

Prepared By: Lisa Petrolito

Initiator: Leonard Marchese

Sponsors: Supervisor Jay Schneiderman

DOC ID: 27461

Amend 2017-2021 Capital Budget and Add Capital Project Ludlam Ave Park

WHEREAS, the 2017-2021 Capital Program and 2017 Capital Budget was adopted per Resolution 2016-1077 by the Town Board, as amended, on November 18, 2016; and

WHEREAS, the Capital Projects Review Committee met on Wednesday, June 21, 2017 in accordance with Chapter 10 - 5, Amendment to Capital Program, to review and evaluate a proposed amendment to add Capital Project Ludlam Ave Park in the 2017-2021 Capital Program and Budget; and

WHEREAS, the estimated project budget is \$400,000; and

WHEREAS, funding has been indentified and is from Community Development Block Grant (CDBG) and State Grant (DASNY/SAM) in the amounts of \$250,000 and \$150,000 respectively; and

WHEREAS, these are reimbursement grants and funding shall be established in the form of a loan from the General Fund until such time the grants are received; and

WHEREAS, the project manager shall be the Town Parks Director; now therefore be it

RESOLVED, the Town Board of the Town of Southampton hereby amends the 2017-2021 Capital Program and adds Capital Project Ludlam Ave Park with the 2017 Capital Budget in the amount of \$400,000 to be funded from a loan from the General Fund until the grants are received; and be it further

RESOLVED, the Town Comptroller is authorized to make all budgetary and accounting entries necessary to execute.

Financial Impact

INCREASE 2017-2021 Capital Program \$400,000.00

INCREASE 2017 Capital Budget \$400,000 to be funded from a loan from the General Fund until the grants funding are received.

G/L Codes to be established by the Town Comptroller.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jay Schneiderman, Supervisor
SECONDER:	John Bouvier, Councilman
AYES:	Jay Schneiderman, Julie Lofstad, John Bouvier, Stan Glinka
ABSENT:	Christine Preston Scalera



**Town of Southampton
Long Island, NY**

**Town Board Resolution
RES-2016-485**

**Adopted as
Amended**
May 3, 2016 6:00 PM

**Authorize Budget Modification to the Community Development Block Grant
Program**

Information

Department:	Town Attorney	Sponsors:	Councilman John Bouvier
Category:	Agreements, Contracts, Leases	Functions:	None

Financial Impact

None

Body

WHEREAS, the Community Development Block Grant Program ("CDBG"), provides grant funds to local governments to be used to develop decent housing with a suitable living environment and to expand economic opportunities to assist low and moderate income residents; and

WHEREAS, the Town of Southampton Housing Authority ("TSHA") is charged with the administration, management and oversight of the Community Development Block Grant (CDBG) program for the Town of Southampton; and

WHEREAS, the monies that were allocated in 2014 for Home Improvement projects remains unspent; and

WHEREAS, the County of Suffolk is requiring that all past funding be spent prior to the spending of any new funding; and

WHEREAS, The Town of Southampton has been committed and focused on improving the conditions of the Riverside community through Riverside Redevelopment; and

WHEREAS, the TSHA would like to use a portion of the funding in order to purchase a building lot in the Riverside community for the purposes of constructing a single family residence; and

WHEREAS, Town of Southampton Housing Authority published a notice on February 4, 2016, to announce a budget modification for the 2014 Home Improvement CDBG Unused Funding to be allocated to Riverside Acquisitions; and

WHEREAS, a required thirty day public comment period was executed as required, and public hearing held by the TSHA on March 10th, 2016; now therefore, be it

RESOLVED, based on the recommendation of the TSHA Board of Directors, the Town Board of the Town of Southampton hereby authorizes the following 2014 project budget modifications in order to modify the 2014 Budget of the Community Development Block Grant Program pending response to the federally required notice and pending approval of the budget modification form by the County of Suffolk; and be it

FURTHER RESOLVED, the Town Board of the Town of Southampton will modify the 2014 Budget of the Community Block Grant Program as follows:

<u>2014</u>		<u>Proposed</u>	
<u>Amended</u>	<u>Budget</u>		
	2014 CDBG Home Improvement Funds	\$114,017	-\$114,017
\$0.00	Riverside Redevelopment Project		\$0.00
+\$114,017	\$114,017		

and be it

FURTHER RESOLVED, that a portion of the funding shall be used to purchase a building lot for the purposes of constructing a single family residence to be sold to an income eligible household in order to create an affordable housing opportunity, which the construction shall be subject to the terms and conditions of a development agreement between the TSHA and the Town of Southampton; and be it

FURTHER RESOLVED, that the Supervisor is hereby authorized to sign such development agreement.

Meeting History

May 3, 2016 6:00 PM Video **Town Board** **Special Town Board Meeting**

RESULT: **ADOPTED AS AMENDED [UNANIMOUS]**
MOVER: John Bouvier, Councilman
SECONDER: Christine Preston Scalera, Councilwoman
AYES: Jay Schneiderman, Julie Lofstad, Christine Preston Scalera, John Bouvier, Stan Glinka

OFFICE OF THE COMMISSIONER

New York State Department of Environmental Conservation
625 Broadway, 14th Floor, Albany, New York 12233-1010
P: (518) 402-8545 | F: (518) 402-8541
www.dec.ny.gov

JUL 10 2017

Vincent Taldone, Vice President
Flanders, Riverside and Northampton Community Association, Inc.
180 Flanders Road
Riverside, NY 11901

Dear Mr. Taldone,

On behalf of the New York State Department of Environmental Conservation (NYSDEC), allow me to congratulate you for being awarded a 2016-2017 Environmental Justice Community Impact Grant in the amount of \$50,000 for the project titled, Riverside Maritime Trail Park Plan.

Community-based organizations make exceptional improvements in the communities they serve and DEC is proud to provide support to community-based organizations across New York State. Since its inception, DEC's Office of Environmental Justice has awarded more than \$5 million in Community Impact Grants and helped dozens of community-based organizations improve the environmental health, awareness, and quality of life of their communities.

We look forward to working with you to ensure that your project is successful. If you have any questions, please contact Rosa Méndez of NYSDEC's Office of Environmental Justice via phone at (518) 402-8556 or by email at rosa.mendez@dec.ny.gov.

Sincerely,



Basil Seggos
Commissioner



Department of
Environmental
Conservation



Town of Southampton Long Island, NY

Town Board Resolution RES-2016-971

Adopted
Oct 11, 2016 1:00 PM

Authorize the Supervisor to Execute the 2016 Hamlet Services Grant for the Flanders, Riverside and Northampton Community Association (FRNCA)

Information

Department:	Human Services	Sponsors:	Councilwoman Julie Lofstad
Category:	Agreements, Contracts, Leases	Functions:	Beautification

Financial Impact

The source of funding for this agreement shall be Cablevision Allocations -Hamlet Services Contracts G/L #01-99-6010-01-6420-0000 in an amount not to exceed \$1,000.00.

Body

WHEREAS, the Town has budgeted funds in the 2016 Operating Budget for maintenance and certain improvements within the hamlets of the Town; and

WHEREAS, the Flanders, Riverside and Northampton Community Association, Inc. (FRNCA) has submitted correspondence to the Town requesting 2016 funding for landscaping and repairs to the welcome signs at the Riverside traffic circle, the Welcome to Flanders signs on Route 24 and Sears Bellows Rd, the Welcome to Flanders sign at Pleasure Drive and Route 104, and the Welcome to Northampton sign on County Rd 51 in Flanders and Riverside located on SR 24 and CR 105; now therefore, be it

RESOLVED, that the Flanders, Riverside and Northampton Community Association, Inc. (FRNCA) shall be awarded a grant in the amount of \$1,000.00 to help in the landscaping improvements and repairs to hamlet welcome signage as described above; be it

FURTHER RESOLVED, that the agreement shall be reviewed by Contracts Compliance, and per the Town Comptroller, no payment shall be made without a fully executed agreement. The source of funding for this agreement shall be Cablevision Allocations - Hamlet Services Contracts G/L #01-99-6010-01-6420-0000 in an amount not to exceed \$1,000.00.

Meeting History

Oct 11, 2016 1:00 PM Video

**Town
Board**

Regular Town Board Meeting

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Julie Lofstad, Councilwoman

SECONDER: Stan Glinka, Councilman

AYES: Jay Schneiderman, Julie Lofstad, Christine Preston Scalera, John Bouvier, Stan Glinka

Powered by **Accela** - Legislative Management



**Department of
Environmental Conservation**

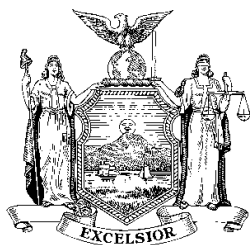
**Environmental
Facilities Corporation**

FINAL INTENDED USE PLAN

Clean Water State Revolving Fund Federal Fiscal Year 2017

Effective October 1, 2016 - September 30, 2017

Final October 2016



ANDREW M. CUOMO
Governor

BASIL SEGGOS
Commissioner

SABRINA M. TY
President and CEO



2017 FINAL CWSRF INTENDED USE PLAN
Multi-Year CWSRF Project Priority List
Project Category: A - G
(Sort by alphabetical then project number)

Project Number	On Ann	Cat	Applicant Name	Service Area	Description	Estimated Amount	SPDES No	Score
C7-6341-01-00	x	A	SCHROEPPEL, TOWN OF	ROUTE 57	COLL, FM, PS	\$300,000	NO SPDES	31
C7-6341-02-00		A	SCHROEPPEL, TOWN OF	AINSLIE DRIVE	COLL, FM, PS	\$1,416,000	NO SPDES	31
C5-5592-01-00	x	D	SCHUYLERVILLE, VILLAGE OF	VILLAGE	I/I CORR, STP IMP	\$13,269,435	NY0031941	2071
C4-5484-06-00	x	B	SCOTIA, VILLAGE OF	VILLAGE AND PORTIONS OF TOV FM, STP		\$14,028,000	NEW SPDES	57
C7-6345-03-00		A	SCRIBA, TOWN OF	ROUTE 104	COLL, FM, PS	\$3,654,000	NO SPDES	31
C7-6345-04-00	x	B	SCRIBA, TOWN OF	S.D.#1 EXTENSION 1	INT, STP	\$11,304,000	NEW SPDES	36
C1-5148-03-00	x	B	SEA CLIFF, VILLAGE OF	GLEN COVE CONNECTION	COLL	\$3,600,000	NO SPDES	92
C8-6468-01-00		A	SENECA COUNTY	HAMLET OF WILLARD	STP MOD	\$619,000	NY0020133	38
C8-6466-03-00	x	B	SENECA FALLS, TOWN OF	TOWN OF SENECA FALLS	I/I CORR	\$3,005,000	NY0033308	33
C4-5485-04-00	x	D	SHARON SPRINGS, VILLAGE OF	VILLAGE	I/I CORR, STP IMP	\$1,300,000	NY0033588	82
C3-7310-03-00		A	SHAWANGUNK, TOWN OF	ROUTE 208 SOUTH SEWER EXTE COLL		\$493,000	NY0021521	26
C9-6677-01-00		A	SHERMAN, VILLAGE OF	VILLAGE OF SHERMAN	STP MOD/UP	\$4,620,000	NY0036315	33
C6-6031-01-01		A	SHERILL, CITY OF	PHASE II	STP MOD/EXP	\$2,700,000	NY0022110	2066
C4-5455-01-00		A	SIDNEY, TOWN OF	HAMLET OF SIDNEY CENTER	COLL, STP	\$4,819,000	NEW SPDES	64
C9-6626-02-00	x	A	SILVER CREEK, VILLAGE OF	ENTIRE VILLAGE	I/I CORR	\$4,605,000	NY0022411	1073
C4-7405-01-00	x	E	SLEEPY HOLLOW LAKE	LAKE	STP IMP	\$5,431,000	NY0025291	36
C8-6476-01-00		A	SODUS POINT, VILLAGE OF	VILLAGE OF SODUS POINT	STP MOD	\$869,000	NY0028088	36
C7-6310-03-00		B	SOLVAY, VILLAGE OF	COGSWELL AVENUE	SEW REHAB, SEW REPL, STMSEW [REHAB]	\$2,555,000	NY0027081	33
C8-6469-01-00	x	A	SOUTH CORNING, VILLAGE OF	VILLAGE OF SOUTH CORNING	I/I CORR, STP IMP	\$1,491,000	NY0110531	23
C5-7505-01-00	x	B	SOUTH GLENS FALLS, VILLAGE OF	VILLAGE	I/I CORR, PS IMP	\$828,000	NY0029050	48
C1-5157-01-00		A	SOUTHAMPTON, VILLAGE OF	SOUTHAMPTON BUSINESS DISTI COLL		\$30,552,000	NO SPDES	21
C3-5340-07-00	x	A	SOUTHEAST, TOWN OF	BREWSTER HEIGHTS S.D.	I/I CORR, STP IMP	\$1,297,000	NY0062570	34
C8-6117-01-00		B	SOUTHPORT, TOWN OF	LELAND AVENUE	COLL, FM, PS	\$3,315,000	NY0035742	31
C5-5539-04-00	x	A	SPECULATOR, VILLAGE OF	RTS 8 & 30 AND CAULKINS CAMF COLL		\$628,000	NY0026484	31
C5-5539-05-00	x	A	SPECULATOR, VILLAGE OF	VILLAGE OF SPECULATOR	STP MOD	\$2,300,000	NY0026484	34
C8-6544-02-00	x	A	SPRINGWATER, TOWN OF	HAMLET OF SPRINGWATER	COLL, STP IMP	\$1,587,000	NY0246450	53
C5-5585-01-01		A	ST. ARMAND, TOWN OF	BLOOMINGDALE SEWER SYSTEM COLL, STP REBUILD		\$4,307,000	NY0020991	2031
C4-5438-02-00	x	A	ST. JOHNSVILLE, VILLAGE OF	VILLAGE	STP IMP	\$500,000	NY0024333	34
C3-5377-02-00	x	B	SUFFERN, VILLAGE OF	ENTIRE VILLAGE	COLL [I&I CORRECTION]	\$850,000	NY0022748	46
C1-5113-01-00		A	SUFFOLK COUNTY	CENTER MORICHES	COLL, STP [CENTER MORICHES]	\$28,379,000	NEW SPDES	92
C1-5114-01-00		B	SUFFOLK COUNTY	SD #14 PARKLAND	STP IMP	\$2,500,000	NY0065358	26
C1-5115-01-00		B	SUFFOLK COUNTY	SD #7 MEDFORD-12 PINES	STP UP	\$4,790,000	NY0080683	26
C1-5117-01-00		A	SUFFOLK COUNTY	SD #9, COLLEGE PARK	STP EXP [CP8163]	\$2,490,000	NY0065447	26
C1-5118-01-00		A	SUFFOLK COUNTY	FLANDERS AND RIVERSIDE	COLL, STP [FLANDERS/RIVERSIDE]	\$40,494,000	NEW SPDES	77
C1-5120-01-00		B	SUFFOLK COUNTY	SW SD #3, BERGEN PT	STP MOD [SLUDGE TREATMENT/DISPOSAL (CF	\$34,331,000	NY0104809	28
C1-5120-05-75	x	B	SUFFOLK COUNTY	SW SD #3, BERGEN PT	OS REHAB [CP8108 PHASE I FEPS - NON CONS	\$825,500	NY0104809	1043
C1-5120-05-76	x	B	SUFFOLK COUNTY	SW SD #3, BERGEN PT	OS REHAB [CP8108 PHASE I FEPS - CONSTRUIC	\$11,874,500	NY0104809	1043
C1-5120-08-00	x	B	SUFFOLK COUNTY	SD #3, SOUTHWEST	I/I CORR, SEW REHAB, SEW REPL	\$8,261,000	NY0104809	28
C1-5120-09-00	x	B	SUFFOLK COUNTY	SEWER DISTRICT NO. 3 - SOUTH COLL [CARLLS RIVER [ENGINEERING DESIGN (\$8,939,000	NY0104809	1092
C1-5120-09-01		B	SUFFOLK COUNTY	SEWER DISTRICT NO. 3	COLL [CARLLS RIVER [CONSTRUCTION MANAC	\$7,500,000	NY0104809	1092
C1-5120-11-00	x	B	SUFFOLK COUNTY	SD#3 SOUTHWEST	PS IMP [FLOOD BARRIERS]	\$816,000	NY0104809	28
C1-5120-12-00	x	B	SUFFOLK COUNTY	SD#3 SOUTHWEST	STP IMP [PERIMETER FLOOD WALL]	\$20,368,000	NY0104809	28

**NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION**

625 Broadway
Albany, New York 12203-1010
www.dec.ny.gov

**ENVIRONMENTAL
FACILITIES CORPORATION**

625 Broadway
Albany, New York 12207-2997
www.efc.ny.gov

Administrator Kyle Collins
Town Planning/Development Administrator
Town of Southampton
116 Hampton Road
Southampton, NY 11968

Re: Planning Grant: #64584
Riverside Sewer District Map and Plan

Dear Administrator Collins:

In 2011, Governor Cuomo launched the Regional Economic Development Councils and the Consolidated Funding Application (CFA) to provide each region with the tools to create and implement their own roadmap for economic prosperity and job creation. This community-based model uses local assets to drive local economic growth and has resulted in unprecedented partnerships and collaboration that are building a reinvigorated economy.

After five successful rounds, the 2016 CFA made over \$750 million in economic development resources available from over thirty programs across eleven state agencies. The agency programs provide resources for projects focused on community development and job creation, direct assistance to business, waterfront revitalization, energy and environmental improvements, as well as sustainability and low-cost financing. The Department of Environmental Conservation (DEC) and Environmental Facilities Corporation (EFC) are proud to have contributed \$2,200,000 to this year's CFA.

We are pleased to inform you that the Town of Southampton project has been selected to receive up to \$30,000 for the Engineering Planning Grant through the New York Clean Water State Revolving Fund program. On behalf of our partners at the federal, State, and local levels of government, please accept our gratitude for taking the initiative to participate in this program. If you applied for funding from other programs or other State agencies, you will receive information from those programs/agencies separately.

We are ready to begin working on this project, but before proceeding we would like to confirm that you are interested in using this funding for your project. Within two weeks of the date on this letter, please send your confirmation (or declination) to EFC and the name and contact information of the municipality's authorized project



Department of
Environmental
Conservation

Environmental
Facilities Corporation

representative to epg@efc.ny.gov. If we do not hear from you within this timeframe, we may withdraw the funding.

In order for you to remain on schedule and enter into a grant agreement with EFC to access these funds, there are several steps that must be completed by your organization. Please visit www.efc.ny.gov/epg for a project checklist (enclosed) of supporting documents necessary to complete the grant agreement with EFC.

We suggest that you begin working immediately on the procurement of engineering services for the preparation of the Engineering Report. If you have already procured engineering services, please forward the contract documents to EFC and begin working on the supporting documentation. Please be aware that the grant requires that you seek 30 percent participation by New York State certified Minority and/or Women Owned Business Enterprises for contracted work that exceeds \$25,000. Additionally, this award requires that you provide a 20 percent minimum local match of the total project cost.

Your project coordinator will be reaching out to you shortly to assist with completing all the required submittals necessary to execute a grant agreement with EFC.

We look forward to working with you on this important water quality project. If you should have any questions, please contact EFC at epg@efc.ny.gov or call (518)-402-7396.

Sincerely,

Basil Seggos
Commissioner

Sabrina M. Ty
President and CEO

Enclosure

Farmers' Market Nutrition Program - 2016 Authorized Markets

Long Island

Nassau

Anna House Farm Stand VF * 2150 Hempstead Turnpike Elmont	June 28-September 27 Tuesday 10am-1pm
Children's Nest Farmers' Market * 2350 Merrick Ave. Merrick	June 27-September 26 Monday 3:30pm-6:30pm
Country Fresh Farmers' Market Farmingdale Village Green 361 Main St	June 5-November 20 Sunday 10am-3pm
East Meadow Farmers' Market VF * 832 Merrick Ave. East Meadow	July 8-October 8 Friday 3pm-6pm Saturday 9am-12pm
Freeport Community Youth Market * Freeport Rec. Center N. Parking Lot 130 East Merrick Rd.	July 9-October 29 Saturday 11am-4pm
Garden City Farmers' Market VF 101 County Seat Dr. Mineola 3rd parking lot behind Supreme Ct. Bldg.	May 31-November 22 Tuesday 7am-1pm
Kennedy Plaza Farmers' Market VF * 1 West Chester St. at City Hall Long Beach	May 4-November 23 Wed/Sat 9am-2pm
New Cassel Farmers' Market * First Baptist Church parking lot 212 Garden St. Westbury	August 20-November 5 Saturday 11am-3pm
New Hyde Park Farmers' Market VF * Municipal parking lot near Village Hall 1441 Jericho Turnpike	June 4-November 19 Saturday 8am-1pm
Port Washington Organic Farmers' Market Port Washington Town Dock 347 Main St.	June 11-October 29 Saturday 8am-12pm
Rockville Centre Farmers' Market VF Sunrise Hgwy & Longbeach Rd.	May 29-November 20 Sunday 7am-12pm
Roosevelt Community Youth Market * 380 Nassau Rd. Family Health Clinic parking lot	July 10-October 30 Sunday 11am-4pm
Roslyn-North Hills Farmers' Market VF Christopher Morley Park 500 Searing Town Rd.	May 25-November 23 Wednesday 7am-1pm
Seaford Farmers' Market VF Seaford Railroad Station Parking Lot 3 Sunrise Highway & Washington St.	May 28-November 19 Saturday 7am-12pm
Spinney Hill Farmers' Market VF * 125 Community Drive Northshore LIJ parking lot Great Neck	July 10-October 30 Sunday 9am-2pm
Sunnyside Williston Park Farmers' Market 234 Hillside Ave. Willison Park	June 26-October 30 Sunday 11am-6pm
YALE Farmers' Market VF * Yale Child Care Center 160 Baldwin Rd. Hempstead	June 29-September 28 Wed 3:30pm-6:30pm

Suffolk

Amityville Farmers' Market 21 Ireland Place	June 3-November 18 Friday 2pm-7pm
Babylon Village Farmers' Market VF * LIRR Babylon Station parking lot Railroad and Deer Park Aves.	June 5-November 20 Sunday 8am-1pm
East Hampton Farmers' Market * Nick & Toni's lot 136 N. Main St.	May 27-September 2 Friday 9am-1pm
Flanders Farm Fresh Youth Market * Crohan Community Senior Center 655 Flanders Road (Rt 24)	July 2-October 22 Saturday 10am-1pm
Free's Farm Stand at Brentwood VF * 1725 Brentwood Road, Brentwood	June 1-October 31 Tue/Thu 12pm-4pm
Greater Bellport Community Youth Market * Boys & Girls Club 471 Atlantic Ave.	July 9-October 29 Saturday 10am-4pm
Greenport Farmers' Market VF * South St. Lot at 2nd St.	May 28-October 8 Saturday 9am-1pm
Hampton Bays Farmers' Market 165 Ponquogue Ave. St. Mary's Church lawn	May 28-September 3 Saturday 9am-1pm
Huntington Village Farmers' Market VF Downtown Huntington Village Main St. Rt. & 25A of Rt. 110	May 29-November 20 Sunday 7am-12pm
Islip Farmers' Market VF Town Hall lot Rt. 27A (Montauk Hwy) 655 Main Street	May 28-November 19 Saturday 7am-12pm
Kings Park Farmers' Market * Municipal Lot Route 25A Main St. at corner of Church St	June 5-November 20 Sunday 9am-2pm
Marks of Excellence Farmers' Market * Marks of Excellence Child Care Center 455 Albany Ave. Amityville	June 30-September 29 Thursday 3pm-6pm
Montauk Farmers' Market Montauk Village Green 743 Montauk Hwy	June 6-September 30 Thurs 9am-2pm
Nesconset Plaza Farmers' Market * Nesconset Plaza 127 Smithtown Blvd.	June 4-November 19 Saturday 9am-1pm
Patchogue #1 Farmers' Market VF 7-11 Parking Lot 1201 Montauk Hwy East Patchogue	July 8-November 4 Friday 8am-1pm
Patchogue #2 Farmers' Market S. Ocean Ave. & Division St. Patchogue	May 29-November 20 Sunday 9am-1pm
Port Jefferson Farmers' Market Steam Room parking lot, Rts. 25A & 112	July 8-September 29 Thursday 10am-4:30pm
Rocky Point Farmers' Market VF Old Depot Park (Broadway & Prince Rd.) Rocky Point	May 8-November 20 Sunday 8am-1pm
Shiloh Community Youth Farmers' Market * 221 Merritt Ave. New Shiloh Baptist Church Wyandanch	July 9-October 1 Saturday 1pm-4pm
Tanger Outlets Farmers' Market 152 The Arches Circle Deer Park	June 4-November 5 Saturday 10am-3pm
Taste NY LI Welcome Center Farmers' Market VF Exit 52 Long Island Expressway Dix Hills	October 1-November 20 Saturday 9am-2pm Sunday 11am-5pm

Intro. Res. No. 1861-2016

Laid on Table 9/7/2016

Introduced by Presiding Officer, on request of the County Executive and Legislators Fleming, Browning, Hahn

RESOLUTION NO. 854 -2016, AUTHORIZING THE RECONSTRUCTION OF THE RIVERSIDE ROUNDABOUT, RIVERHEAD, USING THE NEW ENHANCED SUFFOLK COUNTY WATER QUALITY PROTECTION PROGRAM FUNDS (CP 8733)

WHEREAS, Local Law No. 31-2014, a Charter Law Amending the ¼% Suffolk County Drinking Water Protection Program (DWPP) for Enhanced Water Quality Protection, Wastewater Infrastructure and General Fund Property Tax Relief for Suffolk County, created the 2014 Enhanced Suffolk County Water Quality Protection Program, codified in Suffolk County Charter Article XIIA; and

WHEREAS, Local Law No. 31-2014 was approved at a referendum in November of 2014, by Suffolk County voters; and

WHEREAS, the 2016 adopted capital budget contains three water quality protection 2014 referendum capital projects totaling \$29.4 million: CP 8732 for land purchases (\$20 million), CP 8733 for water quality projects (\$4.7 million), CP 8734 for sewer improvement projects (\$4.7 million); and

WHEREAS, the Legislature has determined that the Drinking Water Protection Program is essential to the well-being of the County's drinking water supply, and it is in the best interest of the County's residents to preserve the sanctity of the Program and to secure significant environmental and public health benefits; and

WHEREAS, Resolution No. 437-2016 appropriated \$4.7 million in serial bond proceeds for water quality protection and restoration program and land stewardship initiatives projects as set forth in the Enhanced Suffolk County Water Quality Protection Program; and

WHEREAS, Resolution No. 471-1994 as revised by Resolution No. 461-2006, established the use of a priority ranking system, implemented in the Adopted 2016 Capital Budget as the basis for funding capital projects such as this project; and

WHEREAS, funding is requested for this project through the New Enhanced Suffolk County Water Quality Protection Program; and

WHEREAS, Resolution No. 498-2016 appropriates funds in connection with the reconstruction of Riverside Traffic Circle into Capital Program 5557.310, in the amount of \$4,000,000; and

WHEREAS, the Suffolk County Department of Economic Development and Planning has requested funding that will enable the Suffolk County Department of Public Works (SCDPW) to implement the Reconstruction of the Riverside Roundabout project, located in Riverhead at the Intersection of CR 63, CR 104, CR 94, and NYS Route 24; and

WHEREAS, the Suffolk County Water Quality Review Committee at its August 11, 2016 meeting, pursuant to Article XII of the Suffolk County Charter, has recommended

funding the Reconstruction of the Riverside Roundabout as an appropriate use of Suffolk County Water Quality Protection and Restoration Program and Land Stewardship funds; and

WHEREAS, the purpose of the project is to reconstruct the Riverside Roundabout in order to reduce nutrient and pathogen loading to the Peconic River through the use of a variety of stormwater management practices (SMP) accepted for use in the NYSDEC Stormwater Management Design Manual; and

WHEREAS, The existing Riverside Roundabout was initially constructed between 1937 and 1947, and the existing storm sewer system discharges directly to the Peconic River, designated by the NYSDEC as scenic and recreational due to the outstanding scenic, ecological, recreational, and scientific value; and

WHEREAS, Suffolk County Department of Public Works conducted a study in 2011 on the alternatives for the reconstruction of the Riverside Roundabout, from which SCDPW has selected a preferred alternative which involves reconstructing the existing traffic circle into a modern roundabout which includes the design of an entirely new storm sewer system using modern stormwater management practices that would reduce loading of pollutants of concern such as phosphorus, nitrogen, sediment and pathogens to the Peconic River; and

WHEREAS, Resolution No. 498-2016 appropriates funds into Capital Project 5557.310 in the amount of \$4,000,000 for the reconstruction of Riverside Roundabout, and as the reconstruction of the Riverside Roundabout estimate for the project has been developed and progressed, it has become apparent that the original allocation is less than what will be needed to complete the stormwater component of this project; and

WHEREAS, this project will complement the protection and management of the Peconic River and Estuary; and

WHEREAS, the project will be initiated within one year of the date of adoption of this Resolution; and

WHEREAS, the project will be completed within three years of the date of adoption of this Resolution; and

WHEREAS, that this Legislature has determined that the Proposed Improvements to County Road 94 Roundabout, Town of Southampton and Town of Riverhead constitutes an Unlisted Action, pursuant to the provisions of Title 6 NYCRR, Part 617 and Chapter 450 of the Suffolk County Code, and the proposed project will not have significant adverse impacts on the environment for the following reasons (Adopted via SEQRA Resolution 926-2015):

- 1) the proposed action will not exceed any of the criteria set forth in Title 6 NYCRR, Part 617.7, which sets forth thresholds for determining significant effect on the environment, as demonstrated in the Environmental Assessment Form;
- 2) the proposal does not appear to significantly threaten any unique or highly valuable environmental or cultural resources as identified in or regulated by the Environmental Conservation Law of the State of New York or the Suffolk County Charter or the Suffolk County Code;
- 3) the proposed action will include pedestrian crosswalk signage and appropriate, dark skies compliant, crosswalk lighting;

- 4) the Suffolk County Department of Public Works will insure that the project's stormwater infrastructure receives routine maintenance;
- 5) the Suffolk County Department of Public Works will continue to coordinate with the Town of Riverhead on stormwater and traffic issues north of the proposed roundabout on Peconic Avenue and in connecting downtown Riverhead; and
- 6) the proposed improvements to the County Road 94 roundabout will reduce existing traffic congestion during the morning and evening rush hours and improve vehicular and pedestrian safety; and

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of \$250,000 in Suffolk County Serial Bonds; now, therefore be it

1st **RESOLVED**, that it is hereby determined that this project, with a priority ranking of sixty-nine (69), is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further

2nd **RESOLVED**, pursuant to the new Article XIIA of the Suffolk County Charter, CP 8733.310 funding shall be used for water quality protection and restoration program and land stewardship initiatives projects as set forth in Section C12-2(B) of the Suffolk County Charter, exclusive of Suffolk County personnel costs; and be it further

3rd **RESOLVED**, that the County Comptroller is hereby authorized to pay \$250,000, from the previously appropriated funds in capital project 525-CAP-8733.310 for the New Enhanced Suffolk County Water Quality Protection Program – 2014 Referendum, Water Quality Projects component, Section C12-2(B) of the Suffolk County Charter, for this water quality restoration project, and be it further

4th **RESOLVED**, that this Legislature, being the State Environmental Quality Review Act (SEQRA) Lead Agency, hereby finds and determines that this resolution constitutes a Type II Action pursuant to Title 6 NYCRR Part 617.5(C) (18), (20), (21), and (27) as the proposal involves the adoption of regulations, policies, procedures and local legislative decisions in connection with routine or continuing agency administration and management; and be it further

5th **RESOLVED**, that the County Executive or designee, and the Department of Economic Development and Planning, with the approval of the County Attorney, are hereby authorized and empowered to take such actions and execute such documents as may be necessary or desirable, consistent with the purposes and intent of the foregoing resolution.

DATED: October 5, 2016

APPROVED BY:

/s/ Steven Bellone
County Executive of Suffolk County

Date: October 20, 2016

Town Board Resolution 2016-398

Category: Agreements, Contracts, Leases
Sponsors: Supervisor Jay Schneiderman
Department: Central Purchasing and Contracts Compliance

Authorize the Supervisor to Execute a Debris Mutual Aid Agreement in the Event of A Disaster

WHEREAS, when local resources are inadequate to address disaster response needs, it is common practice to request assistance from other jurisdictions; and

WHEREAS, in such circumstances, county, local and state governments, along with professional organizations such as the National Emergency Management Association, (NEMA) and the Federal Emergency Management Agency (FEMA) have cooperatively worked to promote and enhance mutual aid programs; and

WHEREAS, having mutual aid agreements in place in advance of a disaster can help to define and address such needs and issues as: 1) whose responsibility it is to respond to a given assistance request; 2) the appropriate reimbursement process and time frame; 3) the role of workman's compensation and 4) licensing and insurance requirements; now therefore, be it

RESOLVED, that the Town Board of the Town of Southampton hereby authorizes the Supervisor to execute the Debris Mutual Aid Agreement in the Event of A Disaster, this agreement has been reviewed by the Director of Municipal Works and Contracts Compliance who finds it acceptable to sign.

Financial Impact:

TBD upon necessity.

Vote Record - Town Board Resolution RES-2016-398						
			Yes/Aye	No/Nay	Abstain	Absent
<ul style="list-style-type: none"> ☐ Adopted ☐ Adopted as Amended ☐ Defeated ☐ Tabled ☐ Withdrawn ☐ Failed To Move 	Jay Schneiderman	Mover	☐	☐	☐	☐
	Julie Lofstad	Voter	☐	☐	☐	☐
	Christine Preston Scalera	Seconder	☐	☐	☐	☐
	John Bouvier	Voter	☐	☐	☐	☐
	Stan Glinka	Voter	☐	☐	☐	☐

Town Board Resolution 2016-399

Category: Budget & Finance
Sponsors: Supervisor Jay Schneiderman
Department: Comptroller

Amend 2016 Adopted Budget for Riverside Walking Trail Project

WHEREAS, Resolution 2013-626, adopted on June 13, 2013, pledged \$20,000 toward a Suffolk County Downtown Revitalization Grant for the creation of a walking trail in the Hamlet of Riverside; and

WHEREAS, the Town of Southampton has been awarded a Downtown Revitalization Grant in the amount of \$15,000 towards this effort; and

WHEREAS, the total estimated budget is \$35,000 and there is funding available to be reallocated in the 2016 Adopted Budget for this project to cover the full up front cost; and

WHEREAS, the project manager shall be the Director of Municipal Works; now therefore be it

RESOLVED, the Town Board of the Town of Southampton hereby amend the 2016 Adopted Budget and reallocates \$20,000 in available appropriations from General Fund Unallocated Cost Center 9900 to be used for the construction of a walking trail in the Hamlet of Riverside; and be it further

RESOLVED, the Town Comptroller is authorized to make all budgetary and accounting entries necessary to execute.

Financial Impact:

INCREASE General Fund Unallocated - Inter-Gov Revenue G/L #01-99-9900-01-2210-0000 - \$15,000.00

DECREASE Various General Fund Appropriations, various G/L Codes, - \$20,000.00

INCREASE General Fund Unallocated - Park Improvements G/L #01-99-9900-01-6212-0000 - \$35,000.00

Vote Record - Town Board Resolution RES-2016-399						
			Yes/Aye	No/Nay	Abstain	Absent
<input checked="" type="checkbox"/> Adopted						
<input type="checkbox"/> Adopted as Amended	Jay Schneiderman	Mover	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Defeated	Julie Lofstad	Seconder	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Tabled	Christine Preston Scalera	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Withdrawn	John Bouvier	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Failed To Move	Stan Glinka	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Town Board Resolution 2016-400

Category: Budget & Finance
Sponsors: Supervisor Jay Schneiderman
Department: Comptroller

Amend 2016-2020 Capital Program & Budget for Capital Project Good Ground Park

WHEREAS, the 2016-2020 Capital Program was adopted per Resolution 2015-1142 by the Town Board, as amended, on November 20, 2015; and

WHEREAS, the 2016-2020 Capital Program includes project LM 14.2 Good Ground Park with a 2016 Amended Budget of \$2,075,794; and

WHEREAS, due to unforeseen issues related to the southern retaining wall an additional \$400,000 is needed in 2016; and

WHEREAS, the project manager has confirmed that the Town of Southampton will be receiving progress payments on awarded grants in 2016 that were not anticipated; now therefore be it

RESOLVED, the Town Board of the Town of Southampton hereby amend the 2016-2020 Capital Program and 2016 Capital Budget for Capital Project LM 14.2 Good Ground Park and



Town of Southampton Long Island, NY

Town Board Resolution RES-2017-255

Adopted
Mar 16, 2017 11:00 AM

Accept Grant From Local Initiatives Support Corporation & Amend 2017 Adopted Budget for Code Enforcement Division

Information

Department:	Comptroller	Sponsors:	Supervisor Jay Schneiderman
Category:	Budget & Finance	Functions:	Economic

Financial Impact

INCREASE Investigation & Enforcement Part-Time Salaries G/L #22-99-3125-22-6105-0000 - \$36,101.00
 INCREASE Investigation & Enforcement Benefits, Various G/L's - \$8,899.00 INCREASE Investigation &
 Enforcement Contracts G/L #22-99-3125-22-6401-0000 - \$45,500.00 INCREASE Investigation &
 Enforcement State Aid G/L #22-99-3125-22-3389-0000 - \$90,500.00

Body

WHEREAS, the Town Board of the Town of Southampton has a long standing commitment to addressing quality of life issues throughout our community; and

WHEREAS, ordinance enforcement services are at the forefront of addressing those issues; and

WHEREAS, the Town adopted Resolution No. 2016-841 authorized submission of a grant application to the Local Initiatives Support Corporation (LISC) design to provide financial support to develop a proactive program to address quality of life issues; and

WHEREAS, the Town has been awarded the grant for a total of \$175,000 to be paid in the amounts of \$90,500 in 2017 and \$84,500 in 2018; and

WHEREAS; the 2017 grant provides for \$45,000 in salary and benefits for a part-time ordinance officer and additional funding for clerical support and community outreach in the amount of \$45,500; now therefore be it

RESOLVED, that the Town Board of the Town of Southampton accepts the grant, creates a part-time ordinance inspector position with all benefits in the amount of \$45,000 and increases contracts in the amount of \$45,500; and be it further

RESOLVED, the Town Comptroller is authorized to make all budgetary and accounting entries necessary to execute.

Meeting History

Mar 16, 2017 11:00 AM Video **Town Board** **Special Town Board Meeting**

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Jay Schneiderman, Supervisor
SECONDER: Stan Glinka, Councilman
AYES: Jay Schneiderman, Julie Lofstad, Christine Preston Scalera, John Bouvier, Stan Glinka

Powered by [Accela](#) - Legislative Management



Town of Southampton Long Island, NY

Town Board Resolution RES-2016-493

Adopted
May 3, 2016 6:00 PM

Authorize the Supervisor to Execute Any and All Documents Necessary for the Flanders, Riverside, and Northampton Community Association (FRNCA) to Receive Grant Funds Awarded by the Long Island Community Foundation (LICF)

Information

Department:	Supervisor	Sponsors:	Supervisor Jay Schneiderman
Category:	Agreements, Contracts, Leases	Functions:	None

Financial Impact

None

Body

WHEREAS, The Town Board of the Town of Southampton adopted Resolution No. 2016-328 on March 8, 2016 supporting a grant application by the Flanders, Riverside and Northampton Community Association (FRNCA) to the Long Island Community Foundation (LICF) to launch a community engagement initiative aimed at revitalizing the hamlet of Riverside; and

WHEREAS, FRNCA has been awarded a grant of \$20,000 from LICF; and

WHEREAS, Resolution No. 2016-328 authorized the Town to function as the fiscal sponsor should the grant be awarded; now therefore; be it

RESOLVED, that the Town Board of the Town of Southampton hereby authorizes the Supervisor to execute any and all documents necessary for the procurement of aforementioned grant award to FRNCA from LICF; be it

FURTHER RESOLVED, that the Town Board of the Town of Southampton directs the Comptroller to establish all accounting protocols necessary to meet the reporting and accounting requirements of the granting source.

Meeting History

May 3, 2016 6:00 PM Video

Town Board

Special Town Board Meeting

RESULT: ADOPTED [UNANIMOUS]
MOVER: Jay Schneiderman, Supervisor
SECONDER: John Bouvier, Councilman

AYES: Jay Schneiderman, Julie Lofstad, Christine Preston Scalera, John Bouvier, Stan Glinka

Powered by **Accela** - Legislative Management



December 19, 2016

Jay Schneiderman, Supervisor
Town of Southampton
116 Hampton Road
Southampton, NY 11968

Re: FY17 Town of Southampton – Riverside Community Assessment Grant

Dear Mr. Schneiderman,

I am writing in support of the Town of Southampton's application for the FY17 Brownfields Assessment grant which proposes Phase II environmental site assessments for properties in the Riverside Brownfield Opportunity Area.

Renaissance Downtowns (RD), based in Plainview, Long Island, is the master developer in Riverside. Renaissance is a privately held real estate development and investment firm focused on the comprehensive and holistic redevelopment of suburban downtowns utilizing Smart Growth and New Urbanist planning and development principles. "Riverside Rediscovered" is our community-driven initiative to shape Riverside as a vibrant, inspiring destination.

A cornerstone of Renaissance's community-centric approach is its groundbreaking "crowdsourced placemaking" program, is a grass roots effort that utilizes on-the ground community outreach and social media to empower local residents and stakeholders to have a true say in what gets built in their community. Guided by a "triple-bottom-line" philosophy of social, economic and environmental responsibility, Riverside Rediscovered represents the voice of the people defining what will be developed while promoting local, independently owned businesses throughout the downtown area.

Under its Master Developer agreement with the Town of Southampton, Renaissance Downtowns has committed the following resources to revitalization:

- \$1,000,000 has been committed to date to develop the Riverside Revitalization Action Plan (RRAP)
- \$60,000 is currently committed to conduct a sewer study to evaluate the implementation of a community wide sewer treatment facility.

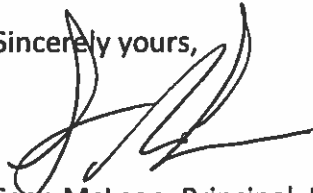
- Over \$50,000 in social impact through direct investment and partnership.
- Acquisition of municipally held land for redevelopment purposes
- Our offices, which are centrally located in Riverside, will be made available for meetings and events in support of the brownfields assessment project

Renaissance will support the Town's community outreach efforts for the brownfields assessment project at no cost. The primary liaison will be Ms. Siris Barrios, who has served as the crowdsourced placemaking liaison for Riverside Rediscovered since 2014. Ms. Barrios is a geographer and GIS mapper and researcher with nearly 20 years of community organizing and development experience centered on Community Action Research. She has created, led and implemented a number of qualitative and quantitative research projects dealing with health equity, media representation, under-represented African American and Latino communities and multicultural marketing for the corporate sector. She is fluent in both English and Spanish.

Ms. Barrios will incorporate the brownfield assessment project into Renaissance's ongoing information dissemination and outreach efforts in Riverside. These efforts encompass door-to-door visits, social media, and attendance and presentations at community meetings. Ms. Barrio's community engagement efforts have touched over 600 residents with the power to convene over 100 stakeholders at a time.

I will look forward to continuing our collaboration with the Town under this important project.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'SMcLean', with a stylized flourish extending to the right.

Sean McLean, Principal, EVP Development
Renaissance Downtowns LLC

MASTER DEVELOPER AGREEMENT

AGREEMENT (hereinafter called the "Agreement" or "MDA"), dated as of the 16th day of ~~January~~^{April}, 2014, by and among the TOWN OF SOUTHAMPTON, a New York municipality organized and existing under the laws of the State of New York, having its principal office at 116 Hampton Road, Southampton, New York 11968 (the "Municipality"), and RENAISSANCE DOWNTOWNS AT SOUTHAMPTON LLC, a New York limited liability company, having its principal offices at 9 Gerhard Road, Plainview, New York 11803 ("RD" or the "Developer"). The Municipality and RD are sometimes hereinafter individually referred to as a "Party" or collectively as the "Parties".

WHEREAS, in furtherance of its objectives, in 1999 the Municipality adopted a Comprehensive Plan Update (the "Comprehensive Plan") which Municipality-wide plan examined a number of priority issues and proposed implementation strategies for the Municipality as a whole and for detailed sub-areas; and

WHEREAS, in 2004 the Municipality adopted the Flanders/Riverside/Northampton Revitalization Study, which study set a policy agenda for future detailed planning and implementation efforts; and

WHEREAS, in 2008 Hutton Associates prepared the Riverside Hamlet Center Plan and Mixed-Use Planned Development District which proposed a mixed-use district at the west end of an under-utilized light industrial park, however, the location was secondary to the plan's acknowledgement of the need for a hamlet center; and

WHEREAS, in 2009 the Municipality adopted the Riverside Urban Renewal Plan District, which plan was initiated to address the area's housing quality, crime rates, neglected properties, isolated land use and roadway patterns, and a lack of access to decent housing and job opportunities; and

WHEREAS, the Municipality is seeking to build upon existing planning efforts for the creation of job opportunities and economic development in a manner that is consistent with the needs and desires of a vibrant, ethnically, and culturally diverse community. This includes the encouragement of a mix of retail stores, service-related businesses, restaurants, diversified housing options, along with transportation related, sanitary waste related and other infrastructure improvements, pedestrian pathways and public green spaces throughout the Riverside Project Area (as hereinafter defined); and

WHEREAS, after completion of the above referenced planning studies ("Planning Studies"), the Municipality is ready to develop a "Riverside Revitalization Action Plan" ("RRAP"), which will represent a comprehensive response to community needs and objectives as set forth in both previous Planning Studies, as well as future planning and environmental studies such as those conducted under the Brownfield Opportunity Area Grant ("BOA") and the State Environmental Quality Review Act ("SEQRA"); and

WHEREAS, the Municipality is desirous of achieving the highest and best use for both publicly and privately owned parcels within the redevelopment area adhering to the principles of socially, environmentally and economically responsible development as relates to the RRAP; and

WHEREAS, the Municipality recognizes that the Project Goals (as defined below), along with the RRAP, may require alternate zoning patterns to achieve the best possible scenarios for the Project Area (as defined below); and

WHEREAS, in furtherance thereof, on August 13, 2013, by Resolution No. 789 of 2013, the Town Board of the Town of Southampton authorized the Town Clerk to advertise a Request for Qualifications (the "RFQ") for the creation and implementation of an RRAP; and

WHEREAS, on August 22, 2013, the Town Board issued an RFQ which sought responses by qualified and eligible - organizations to guide the Municipality with the formulation of the development and redevelopment ideas and strategies that implement existing revitalization concepts and the origination of new concepts in order to identify a Master Developer ("MD") who will work with the Municipality to implement the selected strategies for such revitalization; and

WHEREAS, on October 23, 2013, RD responded to the RFQ with a submission that met the requirements of the RFQ, and addressed strategies to achieve the following: (i) the creation of a public-private partnership with RD as the MD for purposes of the creation and implementation of an RAP, (ii) the placement of underutilized municipally owned properties back on the tax rolls through the creation of a public private partnership between the MD and the municipality; (iii) the partnering with private property owners in a collaborative manner utilizing RD's Unified Development Approach ("UDA"), (iv) recommendations for community outreach strategies needed to accomplish consensus with respect to the redevelopment and/or development of uses on targeted parcels or the assemblage thereof utilizing RD's patent pending CrowdSourced PlaceMaking process ("CSPM"), (v) proposed land-use strategies and goals for zoning and/or regulatory changes, (vi) strategies for the attracting of additional investment into the Riverside area, and from a private partnership perspective, an analysis of what is economically viable; and

WHEREAS, the responses to the RFQ were reviewed by the Municipality and its Department of Land Management and it was determined that RD was the most qualified and eligible respondent, and that the response submitted by RD best fulfilled the goals of the Municipality and the requirements of the RFQ, and it was recommended that the Municipality enter into a contract or Master Developer Agreement ("MDA") with RD for the creation and implementation of an RRAP; and

WHEREAS, on November 26, 2013, by Resolution No. 1149 of 2013, the Town Board of the Town of Southampton authorized the Supervisor to execute a contract, or MDA, with RD subject to the approval of the Town Attorney's Office; and

WHEREAS, in an effort to remain as open and as informative as possible to the

community and the Riverside Economic Development Committee alike, said award was followed by a Town Board Work Session held on December 5, 2013, with the principals of RD to discuss said proposal; and

WHEREAS, the Municipality desires to facilitate redevelopment, enhance neighborhoods, and advance economic development within the area depicted as the Proposed Riverside Brownfields Opportunity Area Strategic Sites map (included within the RFQ) (the "Project Area"), the boundaries of which Project Area are depicted on **Exhibit A** annexed hereto, and which may be expanded to best meet the needs of the community and the Municipality's ultimate goal of viability and success for the Project; and

WHEREAS, RD proposes to conduct planning, feasibility and other studies for determining the viability of development and redevelopment within the Project Area in a socially, environmentally and economically responsible manner, which will lead to the formulation of a RRAP that may include recommendations for project elements such as residential, commercial, retail, office, hospitality and other potentially appropriate uses (the "Project Elements") in and in the vicinity of the Project Area; and

WHEREAS, the Project Area includes properties owned by the Municipality (the "Municipality Property(ies)"), as well as (a) properties in private and/or non-governmental ownership (the "Private Properties"), and (b) properties owned by other governmental entities (the "Other Governmental Properties"), (the Private Properties and Other Governmental Properties are hereinafter collectively referred to as Project Area Properties ("PAPs") each of which will be identified by the Parties by district, section, block and lot within ninety (90) days after the date of this Agreement); and

WHEREAS, RD will work collaboratively with the owners of any PAPs located within the Project Area utilizing RD's Unified Development Approach™ ("UDA"). The UDA enables multiple ownership interests to participate in a shared visioning effort that fosters a cooperative framework to align disparate interests in a holistic and comprehensive redevelopment strategy that provides development and redevelopment opportunities and other benefits for participating PAPs and other community stakeholders; and

WHEREAS, RD will utilize the services of Crowdsourced Placemakers LLC, an entity retained by RD that has successfully worked with RD in several other municipalities, to implement a grassroots, public outreach campaign utilizing social media and in-person group meet-ups that are open to the public at large, along with web based forums and an online voting application which allow community members to put forth ideas and concepts that are socially, environmentally and economically responsible, to assure a sustainable development outcome that will facilitate the ability of community members and stakeholders to provide input and ideas into the planning and development process while demonstrating market demand for uses and amenities that may be included within the Project Area; and

WHEREAS, the Parties contemplate that RD will work cooperatively with the owners of PAPs in the Project Area to promote development and redevelopment of Riverside in accordance with the Project Elements (such development and redevelopment is hereinafter referred to as the

"Project") consistent with the RRAP and the Project Goals (as said latter term is defined in Section 1.01 of this Agreement); and

WHEREAS, as the result of an approved RRAP, the development and redevelopment of Riverside may require RD's acquisition of certain real property interests in the Municipality Property(ies) located in the Project Area; and

WHEREAS, the Municipality has the authority pursuant to New York State General Municipal Law, New York State Town Law, and/or §1411 of the New York State Not-for-Profit Corporation Law to transfer any Municipality Property(ies) identified in or nearby the Project Area studied in the RRAP that are owned by the Municipality, in accordance with all applicable provisions of these laws, and subject to satisfactory completion of any environmental review and upon findings that the transfer of said properties is in furtherance of the public interest; and

WHEREAS, the Parties wish to enter into this formal MDA which addresses, among other things, the potential acquisition and/or redevelopment recommendations of the Municipality Property(ies) and PAPs in the Project Area; and

WHEREAS, it is the intention of the Parties that during the period of time between the execution of this Agreement and the subsequent approval of the RRAP, the Municipality will not negotiate, sell or otherwise transfer any of the Municipal Property(ies) with or to any third parties; and, that once the RRAP is approved by the Municipality, to the extent that the RRAP determines that Municipal Property(ies) are suitable for disposition and development, the Municipal Property(ies) shall be subject to transfer by Municipality to Developer pursuant to this Agreement; and

WHEREAS, subject to satisfactory completion of any environmental review and procedures required by SEQRA and the SEQRA implementing regulations at 6 NYCRR Part 617 (the "SEQRA Procedures"), the Municipality and RD wish that development and redevelopment of the Project Area take place in a timely and expeditious manner subsequent to completion of appropriate planning, feasibility and other studies and of any zoning modifications that may be adopted for such development and redevelopment.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the Parties agree as follows:

Article 1

RIVERSIDE REVITALIZATION ACTION PLAN

1.01 RRAP Creation and Goals.

(a) It is the intent that the Municipality, the community stakeholders and the Developer work together to co-create a RRAP for the Project Area which combines many of the previous goals outlined in the Planning Studies with current goals and objectives (collectively, the "Project Goals") as outlined below, and which may be amended through the public participation process:

- i. Comprehensive Plan Update
 1. Enhance hamlet character/ identity: proximity to natural areas (Peconic Estuary / Pine Barrens); maritime resources; relation to Riverhead Town center;
 2. Encourage tax ratable development; promote market-rate housing options, neighborhood enhancements;
 3. Create a joint Flanders-Riverside hamlet center at the traffic circle;
 4. Treat Route 24 as a scenic Maritime Corridor, not just as a highway.
- ii. Flanders/Riverside/Northampton Revitalization Study
 1. Repair, maintain, and clean up local properties; inventory incompatible uses; evaluate impacts of boundaries;
 2. Create a Riverside hamlet center at the west end of the light industrial park located at the site of the former drive-in movie theater;
 3. Create Waterfront Recreation Areas in Riverside and Flanders;
 4. Develop a plan for the area immediately adjacent to the Traffic Circle area.
- iii. Riverside Hamlet Center Plan and Mixed-Use Planned Development District
 1. Potential "wish list" of potential hamlet center uses identified by both the ad-hoc advisory committee and the public at large:
 - A. Branch Bank
 - B. Drug Store
 - C. Restaurant
 - D. Dry Cleaner
 - E. Other Convenience Shops
 - F. Medical Offices/ Professional Offices
 - G. Higher Education: College/ Community College
 - H. Theatre/ Cinema/ Arts and Cultural Uses
 - I. Post Office/ Overnight Shipping
 - J. Police Substation
 - K. Low-Impact Light Manufacturing/ Warehousing
 - L. Residential Units: Low-children/ empty-nesters/ artist, student, or other niche housing (medium density/ low-rise units/ townhouses/ apartments and lofts above stores)
- iv. Riverside Urban Renewal Plan District
 1. Reinforce a sense of community and neighborhood identity;
 2. Eliminate blight conditions within the Project Areas as defined in the Blight Study;
 3. Rehabilitate certain residential properties within the Project Area;
 4. Redevelop vacant, deteriorating or deteriorated buildings, incompatible land uses or underutilized properties with residential, community and commercial uses consistent with the area's desired neighborhood character;
 5. Provide local commercial uses to meet resident needs;
 6. Expand the property tax base and provide additional employment opportunities;

7. Develop land uses within the Project Area that can complement and benefit from the proposed Riverside Hamlet Center which is adjacent to the Project Area;
8. Improve vehicle and pedestrian circulation and safety within the Project Area and create connections to the adjacent proposed Riverside Hamlet Center;
9. Facilitate the creation of a Gateway Center that concentrates residential and nonresidential development and brings a focal point to the Project Area;
10. Replace deteriorated and/or substandard housing with new housing units;
11. Improve public facilities such as sidewalks and crosswalks that enhance pedestrian safety, Project Area appearance, and strengthen the proposed Gateway;
12. Enhance the overall visual environment of the Project Area

v. Additional Socially, Economically, Environmentally "Smart Growth" Principles and Goals

1. to engage all parts of the community in the process of creating the vision, concepts and strategy for implementation of the RAP; and
2. to incorporate municipal owned property located within the Project Area to achieve a holistic and comprehensive redevelopment strategy; and
3. to provide an avenue for private property owners to partner with the public sector and RD to foster the redevelopment of underutilized assets for the benefit of both themselves and the community; and
4. to create economic value for the Project Area by focusing on the existing downtown core and the redevelopment of underutilized sites to achieve the adaptive reuse of vacant buildings where appropriate; and
5. to create jobs and career opportunities for Municipality residents; and
6. to enhance the vibrancy of downtown Riverside and create a diversity of uses (to live, work, shop, learn, and play); and
7. to promote the Municipality as a preeminent regional destination; and
8. to benefit from the proximity and accessibility of the Long Island Rail Road station within Riverside to foster the development of the Project Elements; and
9. to provide a mixed-use downtown setting which includes residential, commercial, retail, office, hospitality, parks, open space, cultural and civic uses; and
10. to create and enhance Municipality gateways; and
11. to improve streetscapes and create a pedestrian friendly "walkable" environment; and
12. to provide a broad range of housing types and price points; and
13. to create a sustainable development by implementing smart growth and green building design elements in an economically viable plan.

(b) As a function of their work on the RRAP, RD shall identify its project team ("RD Project Team"). The RD Project Team shall work collaboratively with the Municipality and its designated internal project team ("Municipality Project Team") and each of RD and the Municipality shall identify a contact person within each of their respective teams. It is anticipated that Project Team meetings between the RD Project Team and the Municipality

Project Team may take place on a bi-weekly basis, but in any event shall take place no less frequently than monthly. RD hereby designates Sean McLean as its contact person, and the Municipality hereby designates Kyle Collins as its contact person. Any change in said contact persons shall be communicated and consented to in writing to the other Party.

(c) In order to maintain an open line of communication and move the Project forward as quickly as possible, RD's and the Municipality's respective project teams, in addition to the anticipated scheduled meetings as outlined above, will make themselves available for special meetings and/or teleconferences (together with the scheduled meetings, collectively, "**Coordination Meetings**"), to occur on an as needed basis, or as determined by the Municipality.

(d) As a preliminary step in their work to develop and create the RRAP, RD and the Municipality shall, within ninety (90) days after the date of execution of this Agreement by the Parties, in good faith, mutually establish a list of milestone accomplishments (the "**Milestones**") and target dates by which said Milestones are anticipated to be satisfied and completed. These Milestones and dates (subject to updates and revisions) shall be memorialized into a Milestone outline (the "**Milestone Outline**") which, upon approval by the Parties, shall be deemed incorporated by reference into this Agreement and the RRAP. Any material changes to the Milestone Outline must be agreed upon in writing by both RD and the Municipality. After each Coordination Meeting referred to above, the Developer shall, if necessary, update the Milestone Outline (as applicable) and furnish a copy of the same to the Municipality for confirmation and agreement by the Parties. In addition, RD and Municipality shall, within the aforesaid ninety (90) day period, agree upon a governance model for the Project (the "**Governance Model**") setting forth a conceptual strategy for the development thereof, identifying key decision points, allocating responsibilities for the accomplishment of required and specified tasks, and prescribing how Project-related decisions are to be made and how those decisions shall finally be approved. After the Governance Model is approved by the Parties, it will be deemed incorporated by reference into this Agreement and the RRAP. Any material changes to the Governance Model must be agreed upon in writing by the Parties.

(e) In preparation of the RRAP, RD and CSPM shall engage in a variety of community outreach efforts to embrace the community and involve it in the RRAP process. Accordingly, throughout the term of this Agreement, the Developer shall, upon terms satisfactory to the Developer and the Municipality, lease and open a community informational office located within or nearby the Project Area and hire personnel from the Riverside community to staff such office in order to receive community input and questions related to the overall Project. In addition to the foregoing and in keeping with its UDA and CSPM tools, the Developer shall engage in a variety of additional community outreach efforts and initiatives to create a meaningful dialogue between the RD Project Team, the Municipality Project Team, other governmental agencies as needed, and community residents, to engage community stakeholders and ensure an inclusionary process and to foster dialogue with the community. These efforts and initiatives shall seek to foster inclusion within the community by, among other things, (i) allowing community members to participate in committees through community/Project meetings, and through the CSPM program (to allow online communication), (ii) providing outreach to Spanish-speaking members of the community (through, but not limited to, the publication and circulation of literature printed in the Spanish language and directed to the Spanish-speaking

community), and (iii) engaging in a variety of other means appropriate to the circumstances.

1.02 Local Community Benefits Program and Job Training Program. Upon implementation of any zoning changes recommended by the RRAP, the Parties will discuss the creation of a sustainable comprehensive community benefits program to be incorporated into an overall Community Benefits Agreement ("CBA") that addresses the community's needs and will serve as a model for all future development and redevelopment of the Municipality Property(ies) and PAPs in the Project Area with a goal that the CBA should be developed and implemented no later than the date of the issuance of the first building permit for work within the Project Area subsequent to the enactment of any zoning modifications recommended by the RRAP.

1.03 Cooperation to Obtain Funding. The Parties shall work diligently to secure any funding opportunities or grants for infrastructure improvements, including, but not limited to, the Riverside Pedestrian Bridge, its related trail, and any Brownfield Opportunity Areas that may ultimately be identified as necessary or appropriate for the accomplishment of the Project Goals. RD and the Municipality shall mutually consult with respect to any such potential funding opportunities or grants.

1.04 Economic and Market Study Updates. As part of its preparation of the RRAP, to make certain that it remains consistent with the Project Goals, the requirements, if any, resulting from any future environmental reviews and changing market conditions, RD shall (i) perform or update preliminary economic and market studies (the "Feasibility Studies") as the Municipality shall reasonably request and as RD reasonably determines are necessary to ensure the Project's sustainability and (ii) recommend appropriate updates to the RRAP accordingly. In addition, upon notice to the Municipality, RD shall have the right, from time to time and at its sole cost and expense, to perform such other and further Feasibility Studies as it or its investors deem appropriate to ensure the market viability of the Project or any portion thereof. If RD shall determine that, due to changes in the market or other circumstances specified in any such Feasibility Study, the development of the Project or any portion thereof in accordance with the RRAP shall not be economically viable, RD shall so notify the Municipality and recommend appropriate changes to the RRAP.

1.05 The SEQRA Process.

(a) The Parties acknowledge and agree that the execution of this Agreement constitutes a Type II Action pursuant to the provisions of §617.5(c)(18), §617.5(c)(20), §617.5(c)(21) and §617.5(c)(28) of the SEQRA implementing regulations at 6 NYCRR Part 617 and the Resolution. The Parties further acknowledge that the rights to implement the Project under this Agreement are conditioned upon the adoption of the RRAP, which shall be subject to a full SEQRA review; and

(b) The Parties recognize and agree that any actions taken or required under this Agreement that may have an environmental impact are contingent upon and subject to the satisfactory completion of any further SEQRA review required therefor. The Parties also agree that any future actions in furtherance of the Project shall be undertaken, funded, and approved in

compliance with applicable SEQRA Procedures.

(c) The Parties agree and understand that any RRAP approved and adopted shall be deemed an update to the Municipality's Master Plan, and related adoption of a RZC (as defined below), requiring either a Generic Environmental Impact Statement (GEIS), or an Environmental Impact Statement (EIS) as determined by the Municipality with any attendant third party costs (not covered by any grants or similar funding programs) to be borne by RD.

1.06 Submission and Approval of the RRAP.

(a) RD shall submit a proposed RRAP for review by the Municipality within twelve (12) months from the date of this Agreement. As stated below, the Municipality shall have final approval of the submitted RRAP, in its sole and absolute discretion.

(b) When RD is ready to submit a RRAP which RD believes to be consistent with the Project Goals, it shall submit the same to the Municipality with a cover letter or other transmittal advising the Municipality that the RRAP is being submitted as a proposed RRAP.

(c) The RRAP must include the following components, and may also include other potential components as set forth in Section 1.07 below:

(i) A description of all outreach efforts to the community and resulting findings; and

(ii) A description of the proposed Project and how same is consistent with the Project Goals and the community outreach efforts; and

(iii) A tentative Project schedule and timeline (which shall be subject to updates and revisions based upon market conditions) for completion of the Project in accordance with the Milestone Schedule agreed upon by the parties pursuant to the provisions of subsection 1.01 (d) of this Agreement; and

(iv) Identification of potential uses for the various Municipal Properties and the PAPs referred to in the RRAP; and

(v) Recommendations concerning potential development and construction phasing (which shall be subject to updates and revisions based upon market conditions) of the Project.

(vi) a tentative land-use plan ("TLP") for the Project Area consistent with the Project Goals and to serve as a basis for any subsequent SEQRA process(es) and/or RZC (as defined below).

(vii) if appropriate, recommended zoning and/or regulatory change or changes to the Municipality Code necessary to implement the

RRAP, which changes are hereinafter collectively referred to as the Recommended Zoning Changes ("RZC"). The RZC will set forth any recommended zoning changes and establish procedures for the potential development and redevelopment of properties within the Project Area. The key goal of the RZC shall be to provide and allow the flexibility necessary to allow continued efforts to address community objectives while being able to adjust to shifts in market conditions and preferences. As stated, the proposed RZC should accommodate and be consistent with the RRAP and shall be adopted or implemented after completion of all SEQRA Procedures. The key elements of the RZC are to:

- encourage the participation of the Developer and of the owners of PAPs within the Project Area, to allow them in a timely manner to take advantage of any incentives created for the RZC; and
- provide the appropriate flexibility necessary to adjust to market shifts and preferences; and
- encourage and allow the development and construction of different uses within the Project Area to occur simultaneously, wherever possible; and
- provide for the economic and land use stability of the area.

(d) Upon submission of the proposed RRAP, the Municipality shall endeavor to respond to same within forty-five (45) days after its submission. The Municipality shall have the right to comment on the proposed RRAP (the acceptance and conceptual approval of which shall be in the Municipality's sole and absolute discretion) and to propose modifications thereto. In connection therewith, RD will make its authorized representatives available to meet in person or via telephone with the Municipality to attempt to negotiate mutually-agreeable changes to the proposed RRAP. After any such meetings and conferences, RD shall revise the RRAP to incorporate any agreed-upon changes and shall then resubmit the RRAP to the Municipality for its review. The submission process shall be repeated until: (i) a final RRAP acceptable to all Parties is achieved or (ii) any one of the Parties concludes that it will be unable to reach agreement on the RRAP.

(e) Any Municipality approval of the submitted final RRAP shall be evidenced in the form of a written resolution approved at a public meeting, after completion of any required SEQRA Procedures. The Municipality shall use its best efforts to schedule said public meeting and any required public hearings within sixty (60) days after the Developer's submission of a "final" RRAP which addresses in the Municipality's sole determination all elements requested and all comments made by the Municipality and is prepared consistent with the above described process and stated terms.

1.07 Potential Components of the RRAP. In addition to the foregoing mandatory components of the RRAP, and in keeping with the above stated Project Goals, the RRAP may also include the following components:

- (a) potential parcels and uses to be included in and excluded from the Project;
- (b) potential public and private facilities and utilities;
- (c) potential developing and financing concepts and sources for the Project;
- (d) potential infrastructure improvements for implementation of a future development plan as well as funding or grant opportunities that may be available for such infrastructure improvements;
- (e) additional funding or grant opportunities which may include conventional debt and equity financing, community development block grants, funds available through the newly formed Long Island Regional Economic Development Council, Section 108 loan guarantees, Brownfields Economic Development Initiative Grants, Sustainable Communities Grants, Choice Neighborhood Grants, National Endowment for the Arts Design Grants, Historic Rehabilitation Tax Credits, New Markets Tax Credits, Low Income Housing Tax Credits, Renewable Energy Tax Credits and Grants, HHS Office of Community Services Grants, Transportation Enhancement Grants, New York Main Street Program Grants, Tax Increment Financing, Foundations, Business Improvement Districts, and Community Capital, and such other programs that are or may become available for the Project;
- (f) construction and design standards for the Project that would be comparable to those used in high quality, market rate properties in the New York metropolitan area and which would render the project eligible for certification under appropriate Leadership in Energy and Environmental Design (LEED) Green Building Rating System Standards; and
- (g) an overall Project Concept Plan (the "PCP"), for the Project Area driven by the TLP and preliminary market and feasibility studies serving as a guideline for the development of a RZC.

1.08 Responsibility for Developer's Project Costs and Expenses. All costs and expenses authorized and incurred by the Developer in connection with the preparation of the RRAP or in connection with any potential subsequent zoning applications or future development or construction that may be undertaken by the Developer shall be at the sole cost and risk of the Developer. In no event shall the Municipality be required to pay, assume, reimburse, contribute to or finance any of Developer's costs or expenses referenced in this Section. Within sixty (60) days after receiving notice of the filing of any mechanics' lien or attachment related to future work (if any) performed by or on behalf of the Developer, its agents, or any member of its Project Team with respect to any Municipality Property, Developer shall pay (or cause to be paid), bond (or cause to be bonded), or otherwise cause to be discharged of record any mechanics' lien or such attachment placed upon any Municipality Property as a result of any

work performed by third parties at the direction of Developer or its agents or contractors.

Article 2

MUNICIPALITY PROPERTY(IES) ACQUISITION AND PURCHASE PRICE

In the event the RRAP is approved and Municipality Properties are identified as appropriate for acquisition, the following shall apply:

2.01 Municipality Property(ies) to be Conveyed.

(a) During the period of time between the execution of this Agreement and the subsequent approval of the RRAP, the Municipality will not negotiate, sell or otherwise transfer any of the Municipal Property(ies) with or to any third parties; and, once the RRAP is approved by the Municipality, to the extent that the RRAP determines that Municipal Property(ies) are suitable for disposition and development, the Municipal Property(ies) shall be subject to transfer by Municipality to Developer as set forth below.

(b) The Municipality [or such other appropriate economic development entity designated by the Municipality] agrees to sell to the Developer, and the Developer agrees to purchase from the Municipality, subject to the satisfactory completion of any further SEQRA review required therefor and upon the other and further terms and conditions of this Agreement:

(i) Such properties within the Project Area owned by the Municipality as shall be identified by the Developer in one (1) or more Closing Notices (as said term is defined in Section 5.01 of this Agreement) sent by the Developer to the Municipality pursuant to the provisions of Article 5 of this Agreement, each of which properties shall be conveyed, for redevelopment to the Developer in accordance with the terms of this Agreement.

(c) Each conveyance referred to in this Section 2.01 shall include all right, title and interest of the Municipality in and to any land lying in the bed of any highway, street, road or avenue, open or proposed, to the center line thereof, including vaults, if any, and any possible strips or gores in front of or abutting or adjoining the Municipality Property(ies) conveyed; all right, title and interest in and to all easements, tenements, hereditaments, privileges and appurtenances in any way belonging to the Municipality Property(ies) conveyed; and all right, title and interest in and to all licenses, permits and approvals issued by any municipal authority relating to the use, occupancy, maintenance or operation of the Municipality Property(ies) conveyed. In addition to the foregoing, nothing shall preclude Municipality from conveying additional development rights if agreed to by the Parties. Notwithstanding the foregoing, the Developer shall have the right to proceed to closing from time to time on one (1) or more of the parcels set forth above by sending a Closing Notice (as said term is defined in Section 5.01 of this Agreement) pursuant to the procedures set forth in said Section 5.01.

2.02 Purchase Price.

(a) Price. Subject to all the terms, covenants, conditions of this Agreement, and

applicable provisions of law, (i) the Municipality will sell to the Developer such Municipality Property(ies) as shall be identified from time to time in one (1) or more Closing Notices sent to the Municipality by the Developer pursuant to the provisions of Section 5.01 of this Agreement and (ii) the Developer will purchase same for a purchase price ("**Purchase Price**") to be determined for each such property as set forth in sub-section (b) below.

(b) Appraisals.

(i) Appraiser Selection Process. Within thirty (30) days after the date upon which the Developer shall have received all Approvals (as said term is defined in Section 4.01 of this Agreement), the Developer and the Municipality shall select an independent appraiser to determine the aggregated fair market residual land value of the Municipality Property(ies) shown on a parcel by parcel basis in the overall Appraisal based on the full build out potential pursuant to the PCP as studied under SEQRA. Notwithstanding the above, if the Developer determines that commencing the appraisal process prior to the issuance of the Approvals would help to accelerate the redevelopment of the Project, then Developer, at Developer's own risk, shall have the right to send an Accelerated Closing Notice (as hereinafter defined in Section 5.01(a)) to the Municipality, which shall state the specifics of all Approvals then being sought by the Developer in connection with the Project. Upon receipt by the Municipality of said Accelerated Closing Notice, the Parties agree to commence the appraiser selection process as set forth above. However, if the Municipality and Developer fail to agree upon a single appraiser within said thirty (30) day period, then the Municipality shall select one (1) appraiser and the Developer shall select one (1) appraiser and notify each other of their selection within thirty (30) days after the earlier to occur of the date upon which the Developer shall have received all of the Approvals, or the date of any Accelerated Closing Notice sent by the Developer to the Municipality. Within thirty (30) days thereafter, the Parties' selected appraisers shall select a third appraiser meeting the other and further requirements of this sub-section. All such appraisers shall be duly licensed by the State of New York and possess an MAI, SRA or other equivalent designation and not less than ten (10) years of demonstrable experience in appraising mixed-use developments of a scale similar to the Project. Each such appraiser shall agree to cooperate with the Parties and each other throughout the appraisal process, in good faith, to identify and resolve any potential issues or problems which have the potential to delay, disrupt or otherwise impact the appraisal process and/or Appraisal Methodologies (as said term is defined in sub-section (iii) below).

(ii) Adjustment of Final Appraised Value in the Event an Acceleration Closing Notice is Issued. In the event that the Developer shall send an Acceleration Closing Notice to the Municipality pursuant to the provisions of sub-section (i) above, the Appraiser(s) shall promptly proceed to determine a Final Appraised Value (as said term is defined in sub-section (iv) (4) below), on the assumption that the Approvals then being sought shall be specified in the Acceleration Closing Notice will be issued. If, and to the extent that the final form of said Approvals differ from the Approvals set forth in the Acceleration Closing Notice (because of, for example, changes in permitted density), the Parties and the appraiser(s) shall, from and after the date that the last of the Approvals shall have been issued, proceed in mutual diligent good faith appropriately to adjust the Final Appraised Value so as to reflect the provisions of the Final Approvals.

(iii) Appraisals. The appraiser(s) selected and operating pursuant to the provisions of sub-sections (i) and (ii) hereof shall be advised of and shall state in their scope of work the appraisal methods and assumptions ("Appraisal Methodologies") as provided for herein. Within sixty (60) days after the appointment of the last appraiser to be appointed pursuant to the provisions of sub-section (i) hereof, the appraiser(s) shall submit to the Parties and the third appraiser, if applicable, in writing their respective estimate(s) of the then current Appraised Value, as defined below, of the Municipality Property(ies) (the "Appraisals"), which Appraisals shall (i) comply with the Uniform Standards of Professional Appraisal Practice or with other equivalent standards, (ii) be prepared in accordance with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute and the Uniform Standards of Professional Appraisal Practice as set forth by the Appraisal Standards Board of the Appraisal Foundation or with equivalent standards, (iii) be sufficiently informative to support the conclusions stated within the Appraisals, and (iv) present an analysis and report of the Project Costs and any other applicable deductions and discounts, when appropriate.

(iv) Appraisal Methodologies. Prior to the commencement of the appraisal process, the appraiser(s) shall rely upon and utilize the following Appraisal Methodologies to determine the Appraised Value (as defined below) of the Municipality Property(ies):

(1) The Appraised Value ("Appraised Value") shall be the residual land value of the aggregated Municipality Property(ies) identified for acquisition in the RRAP, taking into full account all costs of whatever nature incurred, and projected to be incurred, in connection with the entire Project with all Approvals in place ("Project Costs").

(2) Project hard costs shall be estimated by a third party independent construction cost estimating firm agreed upon by the consultants for both the Developer and the Municipality within sixty (60) days after the earlier to occur of the date upon which the single appraiser is selected, or the date by which both the Developer and Municipality shall have selected their independent appraisers pursuant to the provisions of sub-section (i) hereof. Project soft costs shall be the actual soft costs incurred by the Developer in connection with the Project up to the completion of the Appraisal Process, plus additional soft costs estimated by the Developer which additional costs shall be reasonably consistent with project soft costs for other mixed-use developments in the tri-state area that are comparable in size and complexity to the Project. Said hard costs and soft costs shall thereafter be subject to the approval of the appraiser(s) appointed pursuant to the provisions of sub-section (i) hereof, the approval of which shall not unreasonably be withheld, delayed or conditioned.

(3) The appraiser(s) shall (a) utilize a rate of return on Project Costs that is commensurate with the development risks associated with the Project and Project Area and that a developer and its institutional financing or other partner(s) would require to execute the entire Project based on the full build out potential of the PCP as studied under SEQRA and (b) shall assume that such rate of return should increase to reflect the time value of Project Costs and market absorption to the extent realization of the appropriate return is delayed by circumstances not the result of Developer's fault or neglect.

(4) Final Appraised Value. If more than one appraiser is needed

pursuant to Section 2.02(b)(i), prior to submitting their Appraisals, the two appraisers shall meet to discuss their tentative findings. Within thirty (30) days after the Appraisals are submitted, the Parties shall meet to compare such estimates and if such estimates differ from each other by ten percent (10%) or less of the higher value, the Appraised Value of the Municipality Property(ies) shall be the average of such two Appraisals. If such estimates differ from each other by more than ten percent (10%), the third appraiser shall be given forty-five (45) days to select one of the two estimates of Appraised Value of the Municipality Property(ies) proposed by the two originally selected appraisers (i.e., "baseball style arbitration"), said selection to be predicated upon the third appraiser's evaluation as to which appraiser most closely adhered to the Appraisal Methodologies. Such decision of the third appraiser shall be binding and conclusive upon the Developer and the Municipality. The Appraised Value, as determined by either (A) the sole appraiser, (B) the average estimate of the first two appraisers, or (C) the third appraiser, as the case may be, shall hereafter be referred to as the "Final Appraised Value".

(v) Purchase Price. The Purchase Price for the Municipality Property(ies) shall be the Final Appraised Value.

(c) Payment of Purchase Price. At Closing for the subject Municipality Property(ies), the Purchase Price shall be paid by certified check or bank draft to the order of the Municipality, drawn on a bank licensed to do business in the State of New York, subject to collection, or by wire transfer simultaneously with the delivery of the Deed(s) (as said term is defined in sub-section 5.01(b) of this Agreement) conveying such Municipality Property(ies) to the Developer.

(d) Developer's Access to Municipality Property(ies)/Developer's Right to Terminate.

From and after the date of this Agreement, the Municipality shall afford the Developer and representatives, consultants, agents and/or subcontractors of Developer (each a "Developer's Agent") access at all reasonable times to all portions of the Municipality Property(ies) for the purpose of routine data collection and routine site visits not requiring any type of invasive work or procedures or the use and/or transport on to the Municipality Property(ies) of mechanized or any other equipment (other than the transport and/or use of handheld video or other cameras) ("Routine Visits") upon notice and reasonable consent of Municipality. Notwithstanding the foregoing, in no event shall any access by Developer or its agents to any Municipality Property(ies) not then open to and accessible by the general public be considered a Routine Visit. In the event that the Developer or a Developer's Agent shall seek access to one (1) or more of the Municipal Properties for non-routine purposes that may involve invasive testing or the use of mechanized or other equipment (other than video or other cameras) (hereinafter, "Non-Routine Visits"), the Developer shall notify the Municipality of the Developer's Agent seeking entry and the anticipated date of said entry and, prior to said date, Developer's Agent shall provide the Municipality with a certificate of insurance naming the Municipality and the Developer as additional insureds and meeting the other and further requirements set forth in subsection (i) hereof.

(i) Each said certificate shall be on ACCORD Form 25 with applicable

insurance policy declaration pages (to follow) evidencing procurement of the following insurance and naming as additional insureds the Municipality and (if, a Developer's Agent shall be the entity seeking access to the Municipality Property(ies) in question) the Developer:

(1) Comprehensive General Liability and Property Damage, \$1,000,000.00, per occurrence. An umbrella policy in the amount of \$2,000,000.00; and

(2) Automobile Liability and Property Damage, Bodily Injury and Property Damage, \$1,000,000.00, per occurrence; and

(3) Worker's Compensation and Disability Benefits – Statutory Requirements.

The insurance must be unrestricted and include primary coverage for property damage and personal injury. The Developer shall be responsible to pay (or to cause the appropriate Developer's Agent to pay) all premiums and deductibles applied to this insurance.

(ii) Notwithstanding the foregoing, in the event that, upon the basis of such environmental and other testing, the Developer shall determine that one (1) or more of said Municipality Property(ies) shall (i) contain materials identified as hazardous by applicable New York State law or regulation in amounts as shall exceed limits established therefore by said law or regulation or (ii) be otherwise unsuitable for inclusion in the Project, the Developer shall have the right, but not the obligation, to send a notice (the "Termination Notice") to the Municipality terminating this Agreement with respect to the Municipality Property or Municipality Property(ies) in question effective upon the date of said Termination Notice, and otherwise this Agreement shall remain in full force and effect for the remaining Municipality Property or Municipality Property(ies). Upon said date, the obligations of the Developer to purchase or otherwise acquire the Municipality Property or Municipality Property(ies) in question shall be deemed terminated and null and void.

Article 3

OTHER PROPERTIES

3.01 Project Area Properties.

(a) The Parties agree that a RRAP that incorporates the appropriate Municipality Property(ies), along with a significant number of PAPs in the Project Area, will be beneficial to the holistic, comprehensive redevelopment of the Project Area in a timely manner. Developer agrees to strive to, where feasible, include the PAPs in the Project as contemplated by the RAP by utilizing the Developer's distinctive UDA whereby the Developer forms strategic alliances with the owners of the PAPs within or near the Project Area. As such, the Municipality agrees to reasonably cooperate with the Developer in these efforts.

(b) In the event that the Developer is unsuccessful in aligning any or all of the owners of the PAPs for inclusion of their private properties in the Project as contemplated in the RRAP, the Developer shall notify the Municipality regarding Developer's efforts with the PAPs. To the extent that any of the PAPs are owned by other governmental agencies or municipal corporations, the Parties agree to reasonably seek municipal partnerships to effectuate said properties' inclusion into the Project as contemplated in the RRAP.

Article 4

CONDITIONS TO CLOSING/MUTUAL COOPERATION

4.01 (a) It is further agreed by the Parties that any sale of one (1) or more of the Municipality Property(ies) to the Developer, pursuant to the provisions of Article 2 of this Agreement, shall also be subject to the following conditions (the "Closing Conditions") as well as to the provisions of Article 5 of this Agreement, unless otherwise agreed by said Parties:

(i) Adoption of Zoning Code Modifications (RZC). The Municipality shall have adopted such zoning code modification(s) in accordance with all applicable laws and regulations and in a form acceptable to Developer.

(ii) Approval of the Feasibility Studies. The Developer shall have performed and approved such Feasibility Studies as it shall deem appropriate pursuant to the provisions of Section 1.04 of this Agreement.

(iii) Receipt of Third Party Approvals. The Developer shall have obtained each of the final approvals as required to redevelop the Project Area in conformity with the specific terms of the RZC and other regulatory requirements (the "Approvals") in connection with the acquisition, construction and operation of the Municipality Property(ies), including, but not limited to, special use permits, site plan approvals, subdivision approvals, variances, air rights, Suffolk County Planning Commission approvals, Suffolk County Department of Health Services approvals, building permits, licenses, operational licenses, and all other Federal, State, Local, governmental, board, Municipality or other body or public or private entity consents, waivers, variances, variations, modifications, easements, transferable density flow rights, rights of way, exceptions, permits and approvals, after completion of all required SEQRA Procedures and zoning modifications that are required to construct and operate the Project in conformity with the RRAP, including, without limitation, any of the foregoing required under covenants, easements, restrictions or other documents affecting or limiting the development of the Municipality Property(ies). No Approval shall be deemed final until all rights to challenge, appeal, review, or otherwise deny the applicant the benefits thereof shall have expired or been resolved such that such Approval may remain in full force and effect and not subject to further appeal or revision.

(iv) The Municipality shall have obtained title to all lands required to construct all infrastructure for the Project and all title and required access to the Municipality Property(ies) shall be available to the Developer in order to investigate and construct the Project

in accordance with the RRAP pursuant to the terms of subsection 2.02(d) of this Agreement.

(v) All funding shall be in place or committed to enable the completion of all necessary infrastructure, consistent with the Project contemplated in the RRAP.

(vi) The Municipality and/or Developer shall have obtained all property rights necessary for the construction of any off-site infrastructure (including, but not limited to, wastewater treatment infrastructure, storm water infrastructure, utility infrastructure, etc.) required for development of the Project, or such portion of the Project as the Parties may agree to be developed in phases, as contemplated by the RRAP, and said funding shall be in place or committed to enable completion of the off-site infrastructure.

(vii) The Purchase Price of the Municipality Property(ies), or portion thereof, shall have been determined in accordance with the provisions of Article 2 of this Agreement.

(viii) The Developer, in accordance with the provisions of Article 5 of this Agreement, shall have received and approved a Title Report free from all Title Defects (as said terms are defined in Section 5.01 of this Agreement). In addition, the Developer shall have been furnished with all original certificates (including, without limitation, certificates of occupancy), permits and licenses required in connection with use, occupancy and operation of the Municipality Property(ies) as well as a certification from the Municipality that there are no leases in effect with respect to any such Municipality Property other than those leases (if any) that have been brought to the attention of the Developer and which Developer has agreed in writing may remain in effect (but which such leases may not be extended, replaced or otherwise amended by the Municipality without the express written consent of the Developer).

(ix) The Developer shall have received a survey(s) of the Municipality Property(ies) that are in the possession of the Municipality. Any additional survey(s) the Developer deems necessary that are not in the possession of the Municipality shall be at the sole cost and expense of the Developer. Notwithstanding the above, it shall be a condition to closing that Developer shall have received any and all surveys it shall deem necessary to confirm Developer's right and ability to develop and/or redevelop the Municipality Property(ies) in accordance with the Project Goals and objectives and the RZC, as well as to confirm marketable and insurable title.

(b) Securing Approvals. Except as otherwise expressly provided in this Agreement, the Developer agrees to use all reasonable efforts to diligently seek and obtain all of the Approvals and to cause all Closing Conditions to be fulfilled as set forth in this Article in a timely manner and agrees to actively pursue obtaining of the Approvals and fulfilling of said conditions until the Approvals are obtained and the conditions are fulfilled. The Municipality shall reasonably cooperate with the Developer's efforts to secure the Approvals. The Municipality, as owner of the Municipality Property(ies), shall execute any applications for such Approvals. In the event of any disapproval or non-approval, the Municipality shall advise the Developer of the reasons for the determination and permit the Developer to make changes to respond to such reasons.

(c) Compliance with RRAP and RZC. The Municipality will cooperate with the Developer in an effort to determine and effectuate any necessary amendments, modifications of, or variances or exceptions from any other laws, rules, regulations and ordinances that are necessary in order to permit the redevelopment of the Municipality Property(ies) in accordance with the RRAP and RZC.

(d) Waiver. Notwithstanding anything to the contrary contained in the Agreement, Developer shall have the right to waive any of the Closing Conditions or may waive any other conditions contained in this Agreement pertaining to the condition of the Municipality Property(ies) or the Feasibility Studies. If the Developer waives a Closing Condition based on the Municipality's Building Department ("TBD") not having issued a building permit for a building to be constructed or redeveloped on a Municipality Property, then, subject to all other conditions required for the issuance of said building permit having been met (other than submission of a complete set of construction documents for a specific permit application), the Municipality, through its TBD, shall promptly issue a letter to the Developer stating that: all conditions have been met for the issuance of a building permit, and once said construction plans are submitted in accordance with the New York State building code, the TBD will promptly process said building permit application and promptly issue a building permit.

(e) Obligation to Defend. The Municipality, with the cooperation where necessary of the Developer, shall, at its sole cost and expense, have the obligation to defend any action related to the MDA, the RRAP, SEQRA the RZC, all Approvals and any other third party approvals related to this Agreement.

Article 5 CONVEYANCE OF PROPERTY

5.01 Closings.

(a) Upon all Closing Conditions being satisfied, and the completion of any required environmental review, the Developer shall have the right from time to time to send a notice (each, a "Closing Notice") to the Municipality notifying it that, the Developer is desirous of proceeding to closing on one or more Municipality Property(ies), subject to the condition that the closing date set forth in the Closing Notice shall be no earlier than forty-five (45) days after the date of the Closing Notice. Notwithstanding the above, in order to accelerate the development or redevelopment of the Project for the benefit of the Project, the Developer, at Developer's own risk shall have the right from time to time to send a notice (each, an "Accelerated Closing Notice") to the Municipality notifying it that, despite the fact that one or more Closing Conditions shall not have been satisfied with respect to any given Municipality Property(ies), the Developer is nonetheless desirous of proceeding to closing with respect to same, subject to the condition that the closing date set forth in the Accelerated Closing Notice shall be no earlier than forty five (45) days after the date of the Accelerated Closing Notice. Any closing pursuant to an Accelerated Closing Notice shall be subject to all of the other and further provisions of this Article 5, except for any Closing Condition specifically waived by the Developer.

The conveyance of each of the Municipality Property(ies) referred to in

the Closing Notice, shall be made at the principal office of the Municipality or the attorneys for the Municipality (or such other location as the Parties agree), and the Developer shall accept such conveyance and pay the Purchase Price to the Municipality at the closing(s) for each such Municipality Property(ies) (the "Closing").

(b) Form of Deeds. The Municipality shall be obligated to convey to the Developer marketable and insurable title to each of the Municipality Property(ies) to be conveyed to the Developer subject to the terms herein, by standard form bargain and sale deeds with covenants against grantor's acts (hereinafter called the "Deeds"). Notwithstanding the foregoing, the Developer shall have the right to send a notice to the Municipality no later than five (5) business days prior to the date of any Closing(s) directing the Municipality to convey any one or more Municipality Property(ies) to one or more affiliates or joint venture partners of the Developer.

(c) Title; Permitted Encumbrances

1. Within thirty (30) days of the execution of this Agreement, Developer shall order an examination of title from any reputable title company that is a member of the Board of New York Title Underwriters ("Title Company") and shall cause a copy of any title report or any subsequent continuations of title that the Developer may order (the "Title Report") to be forwarded to the Municipality's counsel not later than thirty (30) days after final receipt thereof. The Municipality agrees to cooperate with the Developer and the Title Company so as to promptly furnish any information requested by the Title Company and/or the Developer for completion or update of the Title Report from Title Company. The Developer shall notify the Municipality as to any title exceptions contained in the Title Report which render title unmarketable or uninsurable (at standard title company rates), (hereinafter, "Title Defects") and which the Municipality shall be required to remove or clear prior to the Closing. The Developer shall have thirty (30) days after the date upon which it shall receive any continuations, additions, amendments or modifications to the Title Report which contain further Title Defects to notify the Municipality as to said Title Defects which the Developer is requesting be removed, or otherwise cleared, by the Municipality prior to the Closing. Such conveyance shall be subject to any state of facts an accurate current survey of the Municipality Property(ies) (including all improvements thereon and the location of any and all easements or encumbrances) may show, provided such state of facts does not render title unmarketable or uninsurable (at standard title company rates), (collectively, the "Permitted Encumbrances").

2. If the Title Report shows one or more Title Defects, the Municipality shall (a) in the case of a lien or encumbrance affecting the Municipality Property(ies) which can be removed by the payment of a sum of money, remove such lien or encumbrance prior to or at Closing or otherwise induce the Title Company to include in its policy of title insurance to be issued to the Developer, at no additional premium unless paid by the Municipality, affirmative insurance provisions insuring the Municipality Property(ies) against the enforcement and collection of such lien or encumbrance, provided that the Title Company shall omit (without any additional premium or charge, unless paid by the Municipality) such lien or encumbrance as an exception to coverage in the mortgagee title insurance policy (if any) issued at Closing to any mortgagee of the Developer or (b) in the case of any Title Defect which the Title Company will remove as a result of the Municipality giving assurances, indemnities or deposits (and not a lien described in (a) above),

give such assurances, indemnities or deposits to the Title Company. If the Municipality fails, is unable or is not required to remove or remedy any given Title Defect or to obtain such affirmative insurance, the provisions of Article 7 of this Agreement shall, at the option of the Developer, apply.

3. The Municipality shall deliver, and the Developer shall accept title to the Municipality Property(ies) that is marketable and insurable (at standard title company rates), free and clear of all leases, Title Defects, claims, liens, covenants, restrictions and encumbrances, except for those as to which the Title Company shall be willing to approve and insure (at standard title company rates) and in accordance with its standard form of title policy approved by the New York State Insurance Department, subject only to the Permitted Encumbrances.

4. The Developer, in its sole discretion, may waive any objection to title with respect to any such Municipality Property.

(d) Apportionment of Current Taxes. The portion of the current taxes, if any, on the land and improvements constituting or located on the Municipality Property(ies) which are a lien on the date of delivery of the Deeds to the Developer shall be borne by the Municipality. If the amount of the current taxes on the Municipality Property(ies) is not ascertainable on such date, the apportionment between the Municipality and the Developer shall be on the basis of the amount of the most recently ascertainable taxes on the Municipality Property(ies), but such apportionment shall be subject to final adjustment within thirty (30) days after the date the actual amount of such current taxes is ascertained. If the Municipality Property(ies) are exempt from taxation on the taxable status date next preceding the date of delivery of the Deeds, then the Developer shall make a pro rata payment of taxes on the Municipality Property(ies) for the portion of the tax year measured from the date of delivery of the Deeds according to the custom for such prorations prevailing in Suffolk County, New York at such time.

(e) Recordation of Deeds. The Developer shall promptly file the Deeds for recordation in the Office of the Clerk of Suffolk County. The Developer shall pay all costs for so recording the Deeds.

(f) Title Insurance and Transfer Tax. The Developer shall pay the cost of its own title insurance and shall further pay the cost of any transfer taxes that may be required, including, without limitation, the New York State transfer tax.

(g) Condition of Municipality Property(ies) at Time of Conveyance. Other than as set forth in this Article 5, the Developer shall take title to and possession of the Municipality Property(ies) "as is" in their present physical condition as of the date of this Agreement and the Municipality shall have no obligation to perform any work to improve or prepare the Municipality Property(ies) for redevelopment in any way.

(h) Restrictions on Use. The Developer agrees for itself and its successors and assigns, and every successor in interest to the Municipality Property(ies), or any part thereof, that the Deeds or other recorded documents shall contain covenants on the part of the Developer for itself, and such successors and assigns, in form and substance reasonably satisfactory to the Parties,

that the Developer, and such successors and assigns, shall:

1. comply with all Federal, State, Municipality and local laws, in effect from time to time, prohibiting discrimination or segregation by reason of race, creed, color, national origin, age, gender, sexual orientation, marital status or disability in the sale, lease or rental or in the use or occupancy of the Municipality Property(ies) or of any improvements erected or to be erected thereon, or any part thereof;

2. comply with the regulations issued by the Secretary of Housing and Urban Development set forth in 37 F.R. 22732-3 and all applicable rules and orders issued thereunder which prohibit the use of lead-based paint in residential structures undergoing federally assisted construction or rehabilitation and require the elimination of lead-based paint hazards; and

3. not effect or execute any agreement, lease, conveyance or other instrument whereby the Municipality Property(ies) or any part thereof is restricted upon the basis of race, creed, color, national origin, age, gender, sexual orientation, marital status or disability in the sale, lease or occupancy thereof.

(i) Municipality and United States Rights To Enforce. In amplification, and not in restriction of, the provisions of this Agreement, it is intended and agreed that the Municipality and its successors and assigns shall be deemed beneficiaries of the agreements and covenants provided herein, and the United States shall be deemed a beneficiary of the covenant provided herein, both for and in their or its own right and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall run in favor of the Municipality and the United States, for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the Municipality or the United States has at any time been, remains, or is an owner of any land or interest therein or to which such agreements and covenants relate. The Municipality shall have the right, in the event of any breach of any such agreement or covenant, and the United States shall have the right in the event of any breach of said covenant, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

Article 6

ASSIGNMENT BY THE DEVELOPER

6.01 The Municipality acknowledges that the Developer may form a joint venture with a "Strategic Development Partner" for the Project ("JV Strategic Partnership"), and further acknowledges that Developer may bring in other developer participants ("Developer Participants") in connection with the development or acquisition of one or more portions of the Project. Developer represents and agrees for itself, its members, and any successor in interest of itself and its members, respectively, that prior to completion of at least 75% of the improvements intended for the Municipality Property(ies), the Developer shall not assign, transfer or convey 51% or more of its respective rights or interests in this Agreement to a JV

Strategic Partnership, without the express prior written consent of the Municipality, which consent shall not be unreasonably withheld, delayed or conditioned and which consent shall be given if any such assignment, transfer or conveyance does not violate the provisions of this Section 6.01 and not be to a Prohibited Person (as said term in hereinafter defined). In determining said reasonableness standards, the Municipality shall consider (i) whether said assignment, transfer or conveyance may result in the loss by Donald Monti, or an entity controlled by Donald Monti, as the manager controlling the day-to-day management of the Developer, and (ii) the financial capabilities, reputation, experience and expertise of the proposed Strategic Development Partner, including determining that said proposed Strategic Development Partner is not a Prohibited Party ("Reasonableness Standards"). For purposes of this Agreement, a Prohibited Party shall mean any person or related entity that has been convicted in a criminal proceeding for a felony or any crime involving moral turpitude or that is an organized crime figure or has substantial business or other affiliations with an organized crime figure. Notwithstanding the above, Developer may bring in other reputable Developer Participants to either (i) develop one or more portions of the Project with Developer, or (ii) acquire from Developer, or directly from the Municipality, one or more portions of the Project without consent, but upon notice to the Municipality. Said notice shall contain the Developer Participants' capabilities, reputation, experience and expertise. Every assignment, transfer or conveyance of any interest referred to in this Section 6.01 shall however, be subject to the condition that any such transferee or assignee shall, upon such assignment, transfer, or conveyance, assume Developer's obligations under this Agreement, in writing, which relate to the timely submission of the RRAP, the Milestone Outline, the Milestone Schedule, and/or the Governance Model, but only as relates to those one or more portions of the Project related to said transaction(s).

Article 7 **TERMINATION AND REMEDIES**

7.01 In General. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or of any of its terms or conditions by any Party hereto, or by any successor to such Party, such Party (or successor) shall, upon written notice from the other, proceed promptly to commence to cure or remedy such default or breach. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time (said time not to exceed thirty (30) days except if the default or breach in question is such that it cannot reasonably be cured within thirty (30) days), then, within a reasonable time period, (unless the defaulting or breaching Party shall have commenced to cure such default or breach and shall be proceeding with diligence, dispatch and continuity to affect such cure), for any default, the non-defaulting or non-breaching Party may at the sole cost and expense of the defaulting or breaching Party, (a) institute such legal or other proceedings as may be necessary or desirable in the sole opinion of the non-defaulting Party, to cure and remedy such default or breach, the costs of which such legal or other proceedings shall, at the sole option of the Party not in default, be reimbursed by the Party in default to the Party not in default or be added to or subtracted from the Purchase Price; and/or (b) if the non-defaulting Party shall be the Developer, then in such case, the Developer may commence proceedings to compel specific performance by the Municipality; and/or (c) exercise any right it may have to terminate this Agreement.

7.02 Termination. In the event that any of the Approvals required herein is not obtained or any of the other Closing Conditions is not satisfied or fulfilled,

(a) despite the use of all Parties' reasonable efforts and after all administrative and, at the option of the Developer, legal processes have been exhausted, the Developer shall have the option, but not the obligation, or

(b) due to the Developer's failure to diligently pursue said Approvals in accordance with the Milestone Outline and/or in the event the Developer shall otherwise fail to perform its obligations hereunder in the manner contemplated in the RRAP (after appropriate notice and opportunity to cure), the Municipality shall have the option, but not the obligation,

to terminate this Agreement by written notice to the other party (the "Termination Notice"), except for those provisions which are specifically set forth in this Agreement to survive said termination. In the event this Agreement is so terminated, the Developer and the Municipality, respectively, shall have all of the rights and obligations provided in this Article 7 with respect thereto. Notwithstanding the foregoing, except as provided in Section 4.01(d), the Developer shall have the right to waive any Closing Condition.

7.03 Termination Option by Developer Prior to Conveyance. In the event:

(a) subject to the provisions of Section 1.06(d) of this Agreement, if the Municipality does not actively take the appropriate steps necessary to diligently pursue approval of the RRAP within ninety (90) days from the date that Developer submits the RRAP to the Municipality, the Developer at any time thereafter shall have the right (but not the obligation) to send a Termination Notice to the Municipality terminating this Agreement upon a date to be specified in the Termination Notice, except that, notwithstanding the provisions of said Termination Notice, the Municipality shall have the right to extend said ninety (90) day period for a period of up to another ninety (90) days from the termination date set forth in the Termination Notice (which can be additionally extended upon mutual consent of the Parties), provided it sends a notice to Developer to said effect within ten (10) business days after the date it receives said Termination Notice.

(b) any of the Closing Conditions set forth in this Agreement are not satisfied; or

(c) a default by the Municipality under Section 7.01 continues beyond the expiration of any applicable cure period; or

(d) the Municipality does not tender conveyance of the Municipality Property(ies), or possession thereof, in the manner and condition provided, and by the Closing Date established pursuant to the provisions of this Agreement and any such failure to convey shall not be cured within thirty (30) days after the date of written demand by the Developer, except if such failure is attributable solely to the fault of the Developer;

then this Agreement may, at the option of the Developer, be terminated by written notice thereof to

the Municipality.

7.04 Termination Option by Municipality Prior to Conveyance. In the event that:

(a) prior to conveyance of the Municipality Property(ies) to the Developer:

(i) Developer shall fail timely to furnish to the Municipality the Milestone Outline referred to in subsection 1.01(d) of this Agreement or the RRAP referred to in Section 1.06 of this Agreement and shall, in either event, again fail to do so within thirty (30) days after the date of written demand therefor by the Municipality, and provided said failure by the Developer is not due in whole or in part to the Municipality; or

(ii) any of the Closing Conditions, to the extent not waived by Developer, set forth in this Agreement to be pursued by Developer are not satisfied through no fault of the Municipality; or

(iii) a default by the Developer under Section 7.01 occurs and continues beyond the expiration of any applicable cure periods, including a failure by Developer to diligently pursue the Approvals or to otherwise satisfy its obligations under the RRAP; or

(iv) the Developer (or its designated reputable Developer Participants) does not pay the Purchase Price and take title to the subject Municipality Property(ies) upon tender of conveyance by the Municipality in compliance with the terms of this Agreement, and such default or failure shall not be cured, or a commencement to cure has not taken place within thirty (30) days after the date of written demand by the Municipality, and provided in each such case, the Municipality is not then in default of any of its material obligations hereunder;

then, in any of the events described in clauses (a)(i) through (a)(iv) above, provided that the Developer shall have received the appropriate notice from Municipality and shall not have cured or proceeded to cure such failure or default within the time periods set forth in Section 7.01 of this Agreement, any rights of the Developer, or of any assignee, transferee or affiliate thereof in this Agreement or arising therefrom with respect to the Municipality or the Municipality Property(ies), shall, at the option (but not the obligation) of the Municipality, be terminated by the Municipality, in which event neither the Developer, said assignee, transferee or affiliate, nor the Municipality shall have any further rights against or liability to the other under this Agreement, except for those provisions which are specifically set forth in this Agreement to survive the termination of same.

7.05 Developer Work Product. Notwithstanding anything to the contrary contained in the Agreement, the Developer and its consultants shall retain all its and their rights to its and their work product in connection with the RAP and the CBA. Notwithstanding the foregoing, and subject to the provisions of any agreements by the Developer with any of its architects, engineers, contractors and/or lenders (collectively, the "Construction Agreements"), in the event of the termination of this Agreement as a result of a default by the Developer hereunder as determined by a court of competent jurisdiction, which default remains uncured, said Construction Agreements and any work product directly created under the Construction Agreements, shall be deemed

assigned to the Municipality. The provisions of this Section 7.05 shall survive the termination of this Agreement.

7.06 Other Rights and Remedies of the Parties; No Waiver by Delay. Except as otherwise provided in this Agreement, each Party shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Article 7, provided that any delay by any Party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Article 7 shall not operate as a waiver of such rights or to deprive it of or limit such rights in any way, it being the intent of this provision that no Party should be constrained (so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Section because of concepts of waiver, laches, or otherwise) from exercising such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved); nor shall any waiver in fact made by any Party with respect to any specific default by another Party under this Article be considered or treated as a waiver of the rights of the non-defaulting Party with respect to any other defaults by another Party under this Article or with respect to the particular default except to the extent specifically waived in writing.

7.07 Rights and Remedies Cumulative. The rights and remedies of the Parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other Party. No waiver made by either such Party with respect to the performance, or manner or time thereof, or any obligation of the other Party or any condition to its own obligations under this Agreement shall be considered a waiver of any rights of the Party making the waiver with respect to the particular obligation of the other Party or condition to its own obligations beyond those expressly waived in writing or a waiver in any respect of any other rights of the Party making the waiver of any other obligations of the other Party.

Article 8

EQUAL EMPLOYMENT OPPORTUNITY

8.01 Equal Employment Opportunity. The Developer, for itself and its successors and assigns, agrees that during the construction of the improvements on the Municipality Property(ies) provided for in this Agreement, the Developer will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, age, gender, sexual orientation, marital status or disability. The Developer will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, age, gender, sexual orientation, marital status or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.02 State Equal Opportunity in Construction Employment. During the performance of this Agreement as it relates to the Municipality Property(ies), the Developer agrees that the Developer will not discriminate against any employee or applicant for employment because of

race, creed, color, national origin, age, gender, sexual orientation, marital status or disability, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, age, gender, sexual orientation, marital status or disability. Such action shall be taken with reference, but not be limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the job training.

Article 9 ADDITIONAL COVENANTS

9.01 Covenant of Good Faith and Fair Dealing. The Parties recognize that the successful planning and execution of the Project and their respective ability to perform their obligations under this Agreement will require extraordinary cooperation among themselves. Accordingly, this Agreement imposes an obligation of good faith and fair dealing on Developer and the Municipality in the performance and enforcement of their respective rights and obligations and in the achievement of the Milestones and Project Goals. Developer and the Municipality, with a shared commitment to honesty and integrity in the performance and administration of this Agreement, agree to the following mutual duties: (i) each will be held to a standard of good faith and fair dealing in the performance of its duties and obligations under this Agreement, (ii) each will function within the laws and statutes applicable to its duties and responsibilities, (iii) as appropriate, each will reasonably cooperate with the other hereunder, (iv) each will avoid hindering the other's performance, (v) each will respond promptly and completely to the reasonable requests of the other, (vi) each will proceed to fulfill its obligations under this Agreement diligently and honestly, (vii) except as otherwise provided in this Agreement for the giving or the withholding of the Municipality's consent, approval or the like in its or their sole discretion, each agrees to use all commercially reasonable efforts to discharge their respective obligations under this Agreement and to assist each other in discharging their obligations under this Agreement which are dependent in any measure on another Party's performance, (viii) each will cooperate in the common endeavor of completing the performance and administration of this Agreement and the consummation of the transactions contemplated by this Agreement in a timely and efficient manner, and (ix) each will give written notice, where possible and/or practicable, to the other of any intended meetings or communications (oral or written) with any governmental regulatory agencies having jurisdiction or input thereof, as relates to the RRAP or any of the other contemplated Approvals herein, so as to give the opportunity for the other Party to attend or participate in such meetings or communications. Except as otherwise provided in this Agreement for a consent or approval to be given or withheld in the sole and arbitrary discretion of a Party, all other consents and approvals required or desired of any Party shall be promptly addressed and not unreasonably withheld, delayed or conditioned.

9.02 Force Majeure and Other Delay. Whenever a period of time is prescribed for action to be taken by any Party to this Agreement, no Party shall be liable or responsible for, and there shall be excluded from the computation of any such period of time the duration of any delays due to strikes, riots, acts of God, shortages of labor or materials, war, insurrection, riot, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of such Party (a "Force Majeure Event"). Whenever a Party's performance is

dependent in any measure on the performance of another Party or third party that is not timely or that is otherwise delayed, the time for completion of the performance required of the dependant Party shall be extended for a period equal to the duration of such delay.

9.03 Recordation of Memorandum of Agreement. At any time after the date of this Agreement, any of the Parties shall have the right to record a memorandum of this Agreement in using a standard form for recording purposes (the "Memorandum"). All Parties to this Agreement shall execute the Memorandum, which shall be appropriately acknowledged, simultaneously with the execution of this Agreement, along with all transfer tax forms required to record the Memorandum in the appropriate offices of record.

9.04 Arbitration of Disputes; and Issue Resolution in Certain Circumstances.

(a) Subject to the right of any Party to bring and maintain a court action to enforce the provisions of this Agreement and to the provisions of subsections (b) through (d) below, any controversy, dispute or claim arising out of or relating to this Agreement or any of the relationships or transactions contemplated hereby, shall be settled by private arbitration employing the Dispute Resolution Procedures of the American Arbitration Association ("AAA") in Suffolk County, New York before three (3) arbitrators selected in the manner described below, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The arbitration shall be conducted under the auspices of the AAA. Notwithstanding the foregoing, in the event the dispute in question shall relate to the construction of the Project, the matter shall be settled by private arbitration employing the Construction Dispute Resolution Procedures of the AAA.

(b) It shall be a condition precedent to any Party's right to commence or maintain an arbitration proceeding hereunder that such Party shall first have given written notice to each of the other Parties hereto of its intent to seek arbitration. During the thirty-day (30) period commencing on the date of such written notice ("Notice"), the Parties shall negotiate for the selection of a mutually acceptable arbitrator, who shall be independent and shall have substantial expertise regarding the subject matter of the dispute. Such arbitrator shall be acceptable to each of the Parties in their sole discretion, irrespective of any other provisions of this Agreement. If the Parties are unable to agree upon the selection of an arbitrator within sixty (60) days following the date of such Notice, the Parties shall then have ninety (90) days from the date of such Notice to each select an arbitrator meeting the criteria set forth below and notify the other of the identity of the arbitrator selected. Within thirty (30) days thereafter, each of the arbitrators appointed by the Parties shall appoint a third arbitrator meeting the criteria set forth below and notify the Parties of the identity of said third arbitrator. Any arbitrator appointed pursuant to the provisions of this Section 9.04 shall be independent and shall have substantial expertise regarding the subject matter of the dispute. Each arbitrator shall be acceptable to each of the Parties in their sole discretion, irrespective of any other provisions of this Agreement and the decisions of the arbitrators shall be by majority vote and final.

(c) The arbitrators shall have the right, in their discretion, to permit limited discovery, including not more than 35 interrogatories and three depositions per Party, and shall have subpoena power. Neither Party shall be permitted to seek or receive exemplary or punitive damages. The prevailing Party shall be awarded reasonable attorneys' fees and the costs of the

arbitration; and

(d) If any claim is found not to be arbitrable due to, *inter alia*, a statutory policy precluding the arbitration of such claim, or if the Parties are unable to agree upon a mutually acceptable arbitrator (regardless of the reason), then the claim shall not be submitted to arbitration and the Parties consent to the non-exclusive jurisdiction of the state and federal courts in the County of Suffolk for the adjudication of such controversy, claim or dispute.

Article 10

MISCELLANEOUS

10.01 Modifications. This Agreement shall not be modified or supplemented, except by an instrument in writing signed by the Municipality and the Developer.

10.02 Recitals. The Recitals set forth above shall be incorporated into, and shall form a part of, this Agreement.

10.03 Governing Law. This Agreement and the rights of the Parties hereunder shall be construed and governed by the laws of the State of New York without regard to its principles of conflicts of laws.

10.04 Further Assurances. The Parties hereto agree to make, execute and deliver all further instruments and documents reasonably necessary or proper to fully effectuate the terms, covenants and provisions of this Agreement.

10.05 Entire Agreement. This Agreement (together with any schedules and exhibits hereto), sets forth the entire agreement and understanding of the Parties in respect to the subject matter hereof and supersedes all prior agreements (written and oral), arrangements, negotiations or understandings among the Parties and shall inure to and bind the successors and assigns of the respective Parties hereto and shall not be modified or supplemented except by an instrument in writing signed by the Parties.

10.06 Partial Invalidity. If any term or provision of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

10.07 Binding Effect. This document shall not bind any Party unless and until each Party, in their respective sole and absolute discretion, elects to be bound hereby by executing and delivering to the other Parties an executed original counterpart hereof.

10.08 Specific Performance. Notwithstanding anything to the contrary contained in this Agreement, either the Developer or the Municipality may, after giving all notices required by the terms of this Agreement and the expiration of all applicable cure periods, commence an action against the other Party seeking the specific performance of any obligation of said other Party contained in this Agreement the performance of which is necessary to permit or facilitate the ultimate conveyance of one (1) or more Municipality Property(ies) to the Developer. In such event, the Parties agree that no bond need be posted.

10.09 Gender and Number. Whenever the context requires, the gender of all words used herein shall include the masculine, feminine and neuter, and the number of all words shall include the singular and plural thereof. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation."

10.10 Headings. The headings of the Paragraphs of this Agreement have been inserted for convenience of reference only and shall not constitute a part hereof.

10.11 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, and to the extent specifically permitted hereunder their respective designees, successors and assigns.

10.12 Waiver of Trial by Jury. THE MUNICIPALITY AND THE DEVELOPER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT OR COUNTERCLAIM ARISING IN CONNECTION WITH, OUT OF OR OTHERWISE RELATING TO THIS AGREEMENT.

10.13 Jurisdiction. Each Party agrees to submit to personal jurisdiction in the State of New York in any action or proceeding arising out of this Agreement and, in furtherance of such agreement, each Party hereby agrees and consents that without limiting other methods of obtaining jurisdiction, personal jurisdiction over each Party in any such action or proceeding may be obtained within or without the jurisdiction of any court located in the State of New York, Suffolk County and that any process or notice of motion or other application to any such court in connection with any such action or proceeding may be served upon each Party as provided for in the New York State Civil Practice Laws and Rules.

10.14 Authority. The Parties represent that that they are duly authorized to enter into this Agreement and to execute any and all documentation necessary to effectuate the terms contained herein, and have each taken all requisite action to obtain such authorization. All references to the Parties in this Agreement shall be deemed to also be references to such officers or employees or other designees of the Parties as may be appropriate to implement the terms of this Agreement.

10.15 Notices. All notices, consents, approvals and required agreements of the Parties under this Agreement ("Notices") shall be in writing and shall be delivered either personally (receipt acknowledged), or, by certified mail or recognized overnight carrier, in either case, return receipt requested, shall be addressed to the respective Parties at the addresses first written above and shall be deemed served on the date of delivery or the date of refusal as shown on a return

receipt, as the case may be. Notices provided by the respective attorneys shall be deemed sufficient within the meaning of this paragraph without the signature of the Parties themselves. Copies of Notices shall be simultaneously sent to:

If to the Municipality:

Hon. Anna Throne-Holst
Supervisor
Municipality Hall
116 Hampton Road
Southampton, New York 11968

With Copy To: Tiffany S. Scarlato
Southampton Town Attorney
116 Hampton Road
Southampton, New York 11968

If to RD: Renaissance Downtowns at Southampton LLC
Attn: Donald Monti
9 Gerhard Road
Plainview, New York 11803

With Copy To: Wayne D. Bruyn
O'Shea, Marcincuk & Bruyn, LLP
250 North Sea Road
Southampton, New York 11968

With Copy To: Daniel P. Deegan, Esq.
Forchelli, Curto, Deegan, Schwartz, Minco & Teranna
333 Earle Ovington Blvd.
Uniondale, New York 11553

Each of the Parties hereto shall promptly notify each other of the change of their respective addresses.

10.16 Conflict of Interests: Municipality Representatives Not Individually Liable. No member, official, agent or employee of the Municipality shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, agent or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested.

10.17 Non-waiver. No failure or delay of any Party in the exercise of any right or remedy given to such Party hereunder, or the waiver by any Party of any condition hereunder for its benefit shall constitute a waiver of any other or further right or remedy nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or any other right or remedy. No waiver by any Party of any other breach hereunder or failure or refusal by the other Party to comply with its obligations shall be deemed a waiver of any other or subsequent breach, failure or refusal to so comply.

10.18 Amendment and Renewal. Reference to this Agreement herein shall include any amendment or renewal hereof.

10.19 Effectiveness. This Agreement shall become effective as of the date hereof on the execution hereof by all of the Parties hereto.

10.20 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute one and the same instrument.

10.21 Agents and Brokers. The Parties hereto represent to each other that neither has dealt with a real estate agent or a real estate broker (collectively, a "Broker") in connection with this transaction and that there is no Broker entitled to a commission of any kind as the result of this transfer. In the event either Party has caused or suffered anything to be done which give rise to a claim of a commission by a Broker, said Party so responsible shall indemnify and hold harmless the other Party from said claim, including reasonable attorneys fees incurred by said other Party in defense of such claim. The provisions of this Section shall survive the closing of title or other termination of this Agreement.

10.22 Legal Fees. The Parties agree that the prevailing Party in any action or proceeding by or among any of the Parties to enforce the provisions hereof or to recover damage for breach of any of the provisions of this Agreement shall be entitled to recover from the non-prevailing Parties all of the prevailing Party's reasonable costs and expenses including, without limitation, court costs and reasonable attorneys' fees, costs and expenses. Except as provided in the preceding sentence, the Parties shall be responsible for their own defense and legal fees in connection with any other action or proceeding involving the Project, including those incurred in defending the contemplated development against any and all lawsuits or other legal challenges or opposition and, to preserve and enable the consummation thereof. If appropriate, the Parties will coordinate any such legal efforts in furtherance of the Project. Each Party shall be responsible for its respective costs in defense of any CPLR Article 78 litigation proceeding in which it is named a party. The Municipality shall diligently defend any such action.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Municipality and the Developer have caused this Agreement to be duly executed on or as of the date first above written.

MUNICIPALITY OF SOUTHAMPTON

By: _____

Anna Throne-Holst
Supervisor

Dated: _____

04/16/14

RENAISSANCE DOWNTOWNS AT SOUTHAMPTON LLC

By: _____

Donald Monti
Authorized Signatory

Dated: _____

4/14/14

BOUNDARIES OF THE PROJECT AREA



NARRATIVE ATTACHMENT 2
LETTERS OF COMMITMENT

Flanders, Riverside and Northampton Community Association

P.O. Box 602, Flanders, N.Y. 11901 | FRNCA.org

November 10, 2017

Jay Schneiderman, Supervisor
Town of Southampton
116 Hampton Road
Southampton, NY 11968

**Re: FY18 Town of Southampton –
Riverside Brownfields Assessment Grant**

Dear Mr. Schneiderman,

The Flanders, Riverside and Northampton Community Association, Inc. is pleased to affirm its support of and participation in the Town of Southampton's application for the Brownfields Assessment grant.

Established in 1999 and incorporated in 2003, FRNCA is a 501(c)(3) community service organization with 215 members including residents, institutions and local businesses.

FRNCA's mission is to unite the three hamlet communities of Flanders, Riverside and Northampton to promote and advance their collective social, economic, environmental and cultural well-being. The organization employs a large monthly mailing list (both US Postal and Email blast) for outreach to community members including individuals, families, businesses and other taxpayer and civic associations as well as several religious institutions. It welcomes all to its monthly membership and public information meetings. All meeting dates, minutes and other information are accessible at FRNCA.org. We have extensive involvement in Riverside's ongoing revitalization effort, and we played a key role in development of the Riverside Revitalization Action Plan.

A principal part of our mission is to provide assistance to lower income residents and to protect our environment particularly relating to our rivers, streams and bays as well as our sole-source aquifer.

FRNCA serves on the Town of Southampton's Riverside Economic Development Committee. In addition to many other community service activities, FRNCA conducts annual drives for area food pantries, elementary school supplies and clothes for our youth and, a toy drive for grade school aged children during the holiday season.

The organization recently led a major fundraising effort under a matching grant program for the construction of a new playground for middle school children. FRNCA is also the recipient of a NYS Department of Environmental Conservation Environmental Justice grant for the design of a new maritime trail park including significant wetland. It continues to support and promote the Town of Southampton's efforts to bring seasonal Green Markets to the Riverside area, regarded locally as a food desert. FRNCA is presently working to fund a new facility that will house the Children's Museum of the East End serving local, often under privileged families. Our all-volunteer board performs all administrative and oversight work at no cost to the organization.

FRNCA is also working with the Peconic River Community Development Alliance (PRCDA.org) to implement the Peconic River Community Engagement Initiative. With a generous grant from the Long Island Community Foundation (LICF.org), we have funded two temporary community outreach workers to conduct door-to-door outreach to residents and to build a database of residents, businesses, civic organizations, social, health, environmental and related organizations to aid in information dissemination and education efforts. The overall goal of this initiative is to ensure that the disenfranchised resident population – characterized by extreme poverty, language barriers, education barriers and racial/ethnic disparities – can share in the benefits of revitalization.

If the EPA Assessment grant is funded, we will continue to serve as an advisor to the Town on neighborhood needs and agree to augment our community outreach workers' efforts to include a focus on (1) Brownfields project progress and site identification and (2) education around the health, social, and environmental benefits of brownfields remediation. In support of the community outreach workers' efforts, grant funds of \$5,000 allocated for contractual services will support augmented work schedules over a one-year period (approximately 4 hours per week at \$18/hour for an estimated total \$3,744) as well as development of online and hard copy outreach materials (estimated \$1,256).

Our community outreach workers' in-depth knowledge of, and strong relationships with, Riverside community members will greatly benefit the Town's efforts to inform and educate residents about the project.

FRNCA looks forward to continuing our partnerships with the Town of Southampton, Renaissance Downtowns, Inc., PRCDA and other organizations on this project.

Sincerely,

A handwritten signature in black ink, appearing to read 'Vince Taldone', with a stylized flourish at the end.

Vince Taldone
President

PECONIC RIVER COMMUNITY DEVELOPMENT ALLIANCE

100A Peconic Ave., Riverhead (Riverside), New York 11901

November 9, 2017

Jay Schneiderman, Supervisor
Town of Southampton
116 Hampton Road
Southampton, NY 11968

Re: In support of EPA Brownfields Grant Application for Riverside

Dear Mr. Schneiderman,

This letter is to express the Peconic River Community Development Alliance, Inc.'s (PRCDA) support of the Town of Southampton's application to the EPA Assessment Grant program to support environmental site assessments and remediation plans in Riverside.

The PRCDA is a community based nonprofit organization. Our goal is to facilitate social change and economic development in the hamlet of Riverside and the adjacent communities that lie within the Towns of Southampton and Riverhead, and which are joined together by the Peconic River. Our mission is to facilitate that change and development through the arts, education, the coordination of broad range community resources including local businesses, municipalities, and other non-for-profit organizations. The PRCDA believes that economic development and social change are intrinsically linked to broad based community engagement.

The PRCDA has been actively working to revitalize the Riverside community since our inception in 2015. We have found that while the Town of Southampton, Master Developer Renaissance Downtowns and others have made great strides toward engaging residents in the revitalization effort, much work remains to be done. Attendance at community meetings has increased overall but much of the community, particularly younger residents and African American, Hispanic, and Latino residents, continues to be underrepresented. Families in economic distress are the least able to make the time to attend community meetings due to work commitments and transportation barriers. The whole community needs to be better engaged in order for revitalization to have its intended impact.

In response to these challenges, PRCDA has partnered with the Flanders, Riverside and Northampton Community Association (FRNCA) to launch a grassroots creative placemaking effort that will inspire residents, through their collective enthusiasm, loyalty and commitment, to work together toward redefining their community. The project will lead to creation of a database of stakeholders – residents, businesses, nonprofits, and civic, health and social services organizations – for resource mapping and regular email and mail outreach; a project website and active social media presence; increased community participation at civic and community meetings; increased diversity of participants at those meetings; and creation of a diverse working group to plan a public art project.

PRCDA is committed to supporting the community outreach and education efforts described in the Town of Southampton's EPA Brownfields Assessment grant. We will work in close collaboration with the Town and FRNCA to advise on neighborhood needs, facilitate and present at community meetings, disseminate information via our stakeholder database and social media platforms and develop strategies aimed at helping the whole community to share in the benefits of revitalization.

We look forward to partnering with the Town of Southampton, Renaissance Downtowns, FRNCA, other community organizations and residents on this project.

Sincerely yours,


Francis Zappone
President, Board of Directors



November 13, 2017

Jay Schneiderman, Supervisor
Town of Southampton
116 Hampton Road
Southampton, NY 11968

Re: FY17 Town of Southampton – Riverside Brownfields Assessment Grant

Dear Mr. Schneiderman,

I am writing in support of the Town of Southampton's application for the FY18 Brownfields Assessment grant which proposes environmental site assessments for properties in the Riverside Brownfield Opportunity Area.

Renaissance Downtowns (RD), based in Plainview, Long Island, is the master developer in Riverside. Renaissance is a privately held real estate development and investment firm focused on the comprehensive and holistic redevelopment of suburban downtowns utilizing Smart Growth and New Urbanist planning and development principles. "Riverside Rediscovered" is our community-driven initiative to shape Riverside as a vibrant, inspiring destination.

A cornerstone of Renaissance's community-centric approach is its groundbreaking "crowdsourced placemaking" program, is a grass roots effort that utilizes on-the ground community outreach and social media to empower local residents and stakeholders to have a true say in what gets built in their community. Guided by a "triple-bottom-line" philosophy of social, economic and environmental responsibility, Riverside Rediscovered represents the voice of the people defining what will be developed while promoting local, independently owned businesses throughout the downtown area.

Under its Master Developer agreement with the Town of Southampton, Renaissance Downtowns has committed the following resources to revitalization:


- \$1,000,000 has been committed to date to develop the Riverside Revitalization Action Plan (RRAP)
- \$60,000 is currently committed to conduct a sewer study to evaluate the implementation of a community wide sewer treatment facility.

- Over \$50,000 in social impact through direct investment in partnership
- Acquisition of municipally held land for redevelopment purposes
- Our offices, which are centrally located in Riverside, will be made available for meetings and events in support of the brownfields assessment project

Renaissance will support the Town's community outreach efforts for the brownfields assessment project at no cost. The primary liaison will be Ms. Siris Barrios, who has served as the crowdsourced placemaking liaison for Riverside Rediscovered since 2014. Ms. Barrios is a geographer and GIS mapper and researcher with nearly 20 years of community organizing and development experience centered on Community Action Research. She has created, led and implemented a number of qualitative and quantitative research projects dealing with health equity, media representation, under-represented African American and Latino communities and multicultural marketing for the corporate sector. She is fluent in both English and Spanish.

Ms. Barrios will incorporate the brownfield assessment project into Renaissance's ongoing information dissemination and outreach efforts in Riverside. These efforts encompass door-to-door visits, social media, and attendance and presentations at community meetings. Ms. Barrios' community engagement efforts have touched over 600 residents with the power to convene over 100 stakeholders at a time.

I will look forward to continuing our collaboration with the Town under this important project.

Sincerely yours,


Sean McLean, Principal,
EVP Development
Renaissance Downtowns LLC

NARRATIVE ATTACHMENT 3 THRESHOLD DOCUMENTATION

1. Applicant Eligibility

The Town of Southampton (the Town) is a “General Purpose Unit of Local Government” in the State of New York and is therefore eligible as per the guideline definitions. The Town has not received previous Assessment grant funding from EPA. A municipal resolution documenting project eligibility is attached.

2. Community Involvement

The Town has involved community organizations, the Master Developer Renaissance Downtowns and other stakeholders in planning this grant as well as the ongoing revitalization effort in Riverside. It will continue to involve these entities during the implementation of the grant as described in Ranking Criteria 3. The Town will continue to engage the community and key stakeholders through meetings of the Flanders, Riverside and Northampton Community Association (FRNCA), which has been an organizing force in the community since 1999. FRNCA will augment its existing community outreach workers’ work hours to focus specifically on direct outreach to the most difficult to reach members of the community. FRNCA was awarded a 2017 NYS Environmental Justice Community Impact Grant of \$50,000 to conduct park planning and to design and implement a community based participatory public health survey. This survey will fill gaps in available public health data, and provide information to inform brownfield planning work. The public outreach involved in conducting the survey will provide opportunities for community engagement in the brownfield assessment process.

In 2017, the Town received a \$175,000 grant from Local Initiatives Support Corporation under the “Zombie” and Vacant Properties Remediation and Prevention Initiative. The funded project supports identification of distressed homeowners, direct outreach to provide information and referral to other homeowner assistance programs, and strategies for remediating abandoned properties. A code enforcement officer hired under the grant has identified 180 property owners in Riverside and nearby communities that are three or more years in tax arrears, putting them at risk of foreclosure. The outreach methods utilized in the “zombie” grant project – public meetings, outreach materials, community events – will be leveraged to support community involvement in the Brownfield assessment project.

The Town will also engage and inform the broader community by presenting at formal meetings of the Town Board, which are open to the public and televised on the local public access station. Town representatives will present at and attend community meetings convened by FRNCA as well as the Peconic River Community Development Alliance (PRCDA). Finally, the Master Developer Renaissance Downtowns employs a bilingual (English/Spanish) community outreach coordinator who will aid in information dissemination. Our community involvement process is described more fully in Section 3.

3. Site eligibility and Property Ownership eligibility

Not applicable: this is not a site-specific proposal.



Southampton Town Board

116 Hampton Road
Southampton, NY 11968

Meeting: 11/14/17 01:00 PM

Department: Central Purchasing and Contracts Compliance

Category: Agreements, Contracts, Leases

Prepared By: Allison Mancuso

Initiator: Allison Mancuso

Sponsors: Supervisor Jay Schneiderman

DOC ID: 28193

ADOPTED

TOWN BOARD RESOLUTION 2017-1010

Authorize Supervisor to Sign Any and All Documents Pertaining to Grant Application to the US Environmental Protection Agency Brownfields Assessment Grant Program

WHEREAS, on January 22, 2014 the Town of Southampton was awarded a grant through the New York State Department of State for the preparation of a Brownfield Opportunity Area (BOA) Step II Nomination Study for the revitalization of the Riverside hamlet; and

WHEREAS, the BOA program enables the Town and stakeholders to establish a clear vision to revitalize and improve areas that encompass Brownfield sites so they may become economically and environmentally sustainable; and

WHEREAS, on August 22, 2016 the New York State Department of State approved the designation of the Hamlet of Riverside Brownfield Opportunity Area, pursuant to General Municipal Law, Article 18-C, Section 970-r; and

WHEREAS, the Town of Southampton worked closely with the community to develop and adopt the Riverside Revitalization Action Plan (RRAP) and the Riverside Overlay Zoning District that facilitates implementation of the many past planning efforts that have been initiated by the Town for the Riverside community and that provides a comprehensive planning framework for redevelopment of the Hamlet; and

WHEREAS, the Brownfield Opportunity Area (BOA) Step II Nomination Study and Generic Environmental Impact Statement for Riverside BOA, Revitalization Plan and Zoning Amendments completed October 2015 identifies sites of environmental concern that may have been adversely affected by past land use activities or that may currently pose risks to the environment due to site uses or known handling, storage, or disposal of hazardous materials, and which pose a barrier to redevelopment and community revitalization; and

WHEREAS, the Town wishes to identify petroleum and hazardous substance contamination issues at targeted sites, evaluate remediation strategies, and ultimately return these distressed, abandoned, or environmentally stigmatized sites back to viable and sustainable use; and

WHEREAS the US Environmental Protection Agency makes funds available under its Brownfields Assessment Grant Program for Environmental Site Assessments and cleanup planning, and does not require applicant matching funds; now therefore, be it

RESOLVED, that the Town Board of the Town of Southampton hereby authorizes the Supervisor to Sign Any and All Documents Pertaining to grant application to be made to the US Environmental Protection Agency for its Brownfields Assessment grant program to request a maximum of \$300,000 to support Environmental Site Assessments, community outreach and programmatic activities; be it

FURTHER RESOLVED, that the revenue source for this grant shall be a gl account be determined by the Town Comptroller upon the creation of a capitol project.

Financial Impact

The revenue source for this grant shall be a gl account be determined by the Town Comptroller upon the creation of a capitol project

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jay Schneiderman, Supervisor
SECONDER:	John Bouvier, Councilman
AYES:	Schneiderman, Lofstad, Scalera, Bouvier, Glinka

Application for Federal Assistance SF-424

* 1. Type of Submission:

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

* 2. Type of Application:

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

11/16/2017

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

Southampton, Town of

* b. Employer/Taxpayer Identification Number (EIN/TIN):

116001938

* c. Organizational DUNS:

1391147190000

d. Address:

* Street1:

110 Old Riverhead Road

Street2:

* City:

Southampton

County/Parish:

* State:

NY: New York

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

11946-2007

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Mr.

* First Name:

David

Middle Name:

* Last Name:

Wilcox

Suffix:

Title:

Director of Town Planning

Organizational Affiliation:

* Telephone Number:

631-702-1812

Fax Number:

* Email:

dWilcox@SouthamptonTownNY.gov

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

Environmental Protection Agency

11. Catalog of Federal Domestic Assistance Number:

66.818

CFDA Title:

Brownfields Assessment and Cleanup Cooperative Agreements

* 12. Funding Opportunity Number:

EPA-OLEM-OBLR-17-07

* Title:

FY18 GUIDELINES FOR BROWNFIELDS ASSESSMENT GRANTS

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Town of Southampton Riverside Brownfields Assessment

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:*** a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:* a. Start Date: * b. End Date: **18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="265,000.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="265,000.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title: * Telephone Number: Fax Number: * Email: * Signature of Authorized Representative: * Date Signed: